

REPUBLIC OF THE PHILIPPINES
Department of Labor & Employment
Philippine Overseas Employment Administration
ADJUDICATION OFFICE
Mandaluyong City



**MUNILLA CONSTRUCTION
MANAGEMENT LLC, represented
herein by PARMAN, INC., and
PARMAN, INC.**

Atty. Milanes
7221148

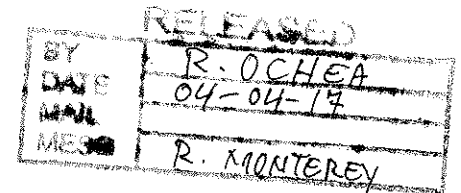
Complainants,

-versus-

17040915

For: Illegal Recruitment
Section 6 (d) of R.A. 8042

**THE CALEREY INTERNATIONAL
MANPOWER SERVICES, INC., MA.
THEDA G. COLLANTES, AND
SEAWARD SERVICES, INC.
represented herein by THE CALEREY
INTERNATIONAL MANPOWER
SERVICES, INC.,**



Respondents.

X-----X

COMPLAINT

The complainants, Munilla Construction Management, LLC and Parman Inc., through the undersigned counsel, hereby depose and state that:

1. Complainant Munilla Construction Management, LLC (MCM) is an American construction firm with business address at 6210 SW 70th Street, Second Floor, Miami, FL 33143. It is a POEA accredited Foreign Employer/Principal represented in the Philippines by its attorney-in-fact Parman, Inc, a licensed recruitment agency. A copy of the Special Power of Attorney appointing Parman, Inc. as MCM's attorney-in-fact is attached herein as ANNEX A-1.

2. Complainant Parman, Inc. is a legitimate recruitment agency with Philippine Overseas Employment Administration (POEA) License No. POEA-109-LB-082814-R. It is represented herein by its General Manager Madeliene Aledia-Regala. It may be served legal processes at its office located at No. 74 MGF Champaca Building, 156 Amorsolo St., Legaspi Village, Makati City 1229 Philippines.

EXHIBIT NO. 1

3. Respondent The Calerey International Manpower Services, Inc. (*Calerey*) is a recruitment agency with **License No. POEA-011-LB-052711-UL**. It may be served with summons at its office located at 2F Cocofed Building, 144 Amorsolo St., Legaspi Village, Makati City 1229 Philippines.

4. Respondent Ma. Theda G. Collantes is the President and Managing Director of the Calerey. She may be served summons at her office located at 2F Cocofed Building, 144 Amorsolo St., Legaspi Village, Makati City 1229 Philippines.

5. Respondent Seaward Services, Inc. (*Seaward*) is a private marine services company based in New Albany, Indiana. Its President and Chief Operations Officer (*COO*) is Mr. William H. Annand. It is represented in the Philippines by its attorney-in-fact, the Calerey where it can be served summons and other notices.

The Facts

6. Both Seaward and MCM are service contractors.

7. MCM has multiple service contracts with the United States (U.S.) Navy at the U.S. Naval Station, Guantanamo Bay, Cuba. These contracts include, but are not limited to: Marine Port Operations Services Contract; BPA Ready Mix Concrete (BPA); Multiple Award Construction Contract (MACC); and Consolidate & Replace W.T. Sampson School.

8. In order to comply with the manpower requirements of its Port Operations Services Contract, MCM entered into a Recruitment Services Agreement (*RSA*) with Parman on March 9, 2015.

9. Consequently, Parman applied for the accreditation of MCM as its principal. The Philippine Overseas Labor Office (*POLO*) in Washington, D.C. verified MCM's documents, which led to the latter's accreditation as a Foreign Principal/Employer. A copy of MCM's Accreditation documents are attached herein as **ANNEX A**.

10. In compliance with MCM's verified Job Order, Parman deployed or processed the documentation of the following employees, among others, for employment at GITMO:

Name	Position	Departure Date	Contract Period
Baylosis, Arnil	Watchstander	February 24, 2016	24 Months
Baylosis, Narciso	Chief Engineer	July 16, 2016	24 Months
Dela Sierra, John Louie	Work Control Clerk	May 14, 2016	24 Months
Diamzon, Carlos	Marine Shipwright	February 17, 2016	24 Months

Erin, Rolindo G.	Chief Engineer	March 8, 2017	24 Months
Molina, Armando	Chief Engineer	July 27, 2016	24 Months
Navarro, Agustin	Marine Mechanic	August 23, 2015	24 Months
Panganiban, Mark Angelo	Marine Jr. Welder	August 23, 2015	24 Months
Paule IV, Jose Worthy	Loadmaster/Linehandler	February 17, 2016	24 Months
Paule IV, Jose Vladimir	Deckhand/Linehandler	February 17, 2016	24 Months
Plaza, Ritche	Marine Oiler/Electrician	August 17, 2016	24 Months

11. MCM's Port Operations Contract was set to expire on January 31, 2017.

12. Prior to the expiration of this contract, the US Navy solicited proposals for the award of a new contract scheduled to start on February 1, 2017. Both Seaward and MCM submitted their respective proposals.

13. The US Navy accepted Seaward's proposal and awarded the contract to the latter on October 27, 2016. However, MCM's proposal has not yet expired; the Navy can still accept the pending proposal and award a new contract to MCM in case Seaward is unable to assume its obligations.

14. Furthermore, despite the imminent expiration of MCM's current Port Operations contract, MCM still has other contracts with the US Navy at GITMO. Thus, MCM still needs the manpower of its existing employees to comply with its contractual obligations (as well as possibly to staff a new Port Operations contract if its proposal were accepted). As mentioned earlier, these existing contracts include:

- Contract No. N69450-17-A-1711: BPA Ready Mix Concrete
- Contract No. N69450-15-A-3814: BPA
- Contract No. N69450-15-D-1622: MACC
- Contract No. N69450-16-C-1612: WT Sampson School Consolidate & Replace

15. In order to comply with its manpower requirements, Seaward also entered into an RSA with Parman on January 25, 2017, only six (6) days before Seaward was scheduled to start work and three months after Seaward was awarded its contract.

16. Consequently, Parman also applied for Seaward's accreditation as a Foreign Principal/Employer which was later granted. A copy of Seaward's accreditation documents are attached herein as **ANNEX B**.

17. Seaward encountered difficulties meeting its GITMO manpower requirements due to its failure to start recruiting its workforce

when it was awarded its contract three months earlier. But instead of looking for new recruits as required by the US Navy in its contract, Seaward began actively trying to poach MCM's GITMO-based employees.

18. Seaward requested Parman for information on and the contract details of MCM's GITMO employees. Parman declined the request out of respect for its principal and due to the confidential nature of the information.

19. In an e-mail dated March 4, 2017, Seaward notified Parman that it was terminating their RSA, effective after 30 days. MCM and Parman later received information that Seaward had engaged the services of Calerey and that the latter had applied for the accreditation of Seaward as its foreign principal. A printout of this email is attached herein as **ANNEX C**.

20. Seaward and the Calerey, acting through Theda Collantes, in coordination with certain Mike Kline, a "Gil", a certain Celina Kinman, and Eric Kinman, began encouraging MCM's employees to resign *en masse* and re-sign a new contract with Seaward instead.

21. Printouts and screenshots of Theda Collantes' emails inducing MCM's employees to quit and sign up for Seaward are attached herein as **ANNEXES D-1 to D-4**. **Calerey brazenly sent these emails to email addresses on MCM computers that were set up for MCM's employees.**

22. Theda Collantes even began approaching MCM employees who were vacationing in the Philippines and set up meetings with them to induce them to quit their employment with MCM in favor of employment with Seaward.

23. MCM has repeatedly asked Seaward not to poach its GITMO employees, but to no avail.

24. Attached herein are the sworn complaint-affidavits of several employees who have been approached by Theda Collantes, et al., and induced to quit their lawful employment with MCM:

Name of Employee	Position	Affidavit
De La Sierra, John Louie S.	Work Control Clerk	Annex E-1
Erin, Rolindo G.	Chief Engineer	Annex E-2
Molina, Armando P.	Chief Engineer	Annex E-3
Panganiban, Mark Angelo	Marine Jr. Welder	Annex E-4
Plaza, Ritche	Marine Oiler/Electrician	Annex E-5

25. Unfortunately, Seaward, Calerey, and Collantes, have successfully convinced six (6) MCM employees to resign. These are:

Name of Employee	Position	Resignation Letter
Baylosis, Arnil	Watchstander	Annex F-1
Baylosis, Narciso	Chief Engineer	Annex F-2

Diamzon, Carlos	Marine Shipwright	Annex F-3
Navarro, Agustin	Sr. Marine Mechanic	Annex F-4
Paule IV, Jose Worthy	Loadmaster/Linehandler	Annex F-5
Paule IV, Jose Vladimir	Deckhand/Linehandler	Annex F-6

26. The respondents have managed to undermine MCM's ability to fulfill its contractual obligations under the Port Operations Contract.

27. The definition of illegal recruitment under the Migrant Workers and Overseas Filipinos Act of 1995, as amended, includes:

SEC. 6. *Definition.* - For purposes of this Act, illegal recruitment shall mean any act of canvassing, enlisting, contracting, transporting, utilizing, hiring, or procuring workers and includes referring, contract services, promising or advertising for employment abroad, whether for profit or not, when undertaken by non-licensee or non-holder of authority contemplated under Article 13(f) of Presidential Decree No. 442, as amended, otherwise known as the Labor Code of the Philippines: Provided, That any such non-licensee or non-holder who, in any manner, offers or promises for a fee employment abroad to two or more persons shall be deemed so engaged. **It shall likewise include the following acts, whether committed by any person, whether a non-licensee, non-holder, licensee or holder of authority:**

xxx

(d) To induce or attempt to induce a worker already employed to quit his employment in order to offer him another unless the transfer is designed to liberate a worker from oppressive terms and conditions of employment. xxx

28. Under Section 146 of the Revised POEA Rules and Regulations, an Administrative Complaint may be filed before the POEA by an aggrieved person or "*one who is prejudiced by the commission of a violation.*" This definition is broad enough to include MCM or Parman who were prejudiced by Calerey, Seaward, and Collantes' act of poaching its employees.

29. We emphasize that MCM's employees are not employed under oppressive terms and conditions. GITMO is a US military installation that observes humane standards and reasonable working conditions. *In fact*, Seaward, Calerey, and Collantes intend to **redeploy MCM's employees to the exact same work site.**

30. Under Section 6 of the Migrant Workers and Overseas Filipinos Act, illegal recruitment when committed by a syndicate or in large scale shall be considered as an offense *involving economic sabotage.*

31. Illegal recruitment is deemed committed by a syndicate carried out by a group of three (3) or more persons conspiring or confederating with one another. It is deemed committed in large scale if committed against three (3) or more persons individually or as a group.

32. The respondents, acting together, have committed multiple counts of Illegal Recruitment through the unlawful inducement of MCM's employees to quit their employment. Although Collantes' co-conspirators are outside of Philippine territorial jurisdiction, they clearly acted as a syndicate considering there are at least three (3) of them.

33. Furthermore, the respondents unlawfully attempted to induce more than three (3) MCM employees to quit their gainful employment, placing their act within the definition of "large scale" illegal recruitment.

34. For committing eleven (11) counts of Illegal Recruitment in large scale and by a syndicate, the respondents must be subjected to Administrative and Criminal sanctions.

35. Considering that acts of the respondents constitute illegal recruitment – a *disciplinary violation and a criminal offense* – the present complaint is not capable of an amicable settlement and should be immediately acted upon and investigated by the Honorable Administration.

PRAYER

WHEREFORE, premises considered, the complainants pray for this Honorable Administration to immediately:

1. ISSUE an ORDER OF PREVENTIVE SUSPENSION against respondent CALEREY pending the resolution of this Complaint; and
2. DENY respondent CALEREY's application for the accreditation of respondent SEAWARD as its Foreign Employer/Principal.

And after due notice and hearing:

1. DECLARE the respondents GUILTY of eleven (11) counts of Illegal Recruitment in large scale committed by a syndicate;
2. CANCEL License No. POEA-011-LB-052711-UL in the name of CALEREY; and
3. DISQUALIFY all of the respondents from further participation in the Overseas Employment Program for having a derogatory record.

All Other reliefs that may be just and equitable under the premises are similarly prayed for.

Makati City for Mandaluyong City, 4 April 2017.

SIGUION REYNA, MONTECILLO & ONGSIAKO

Counsel for the complainants

4th and 6th Floors, Citibank Center

8741 Paseo de Roxas, Makati City

Telephone No. 810-0281/ Facsimile No. 819-1498

general@smro-law.com

By:

FERDINAND M. HIDALGO

PTR No. 5913760; 4 January 2017, Makati City

IBP No. 1036231; 4 January 2017, Marinduque

Roll No. 35907, 27 April 1989

MCLE Compliance V No. 0020193, 05 April 2016

Copy furnished:

Hon. Saul T. De Vries

Labor Attache II

Philippine Overseas Labor Office (POLO)

1600 Massachusetts Avenue,

N.W. Washington, D.C. 20036



Shipment Receipt

Shipment From

SIGUION REYNA LAW OFFICES

ROGER OCHEA / FMH

4/F CITIBANK CENTER

8741 PASEO DE ROXAS

MAKATI CITY, PHILIPPINES

MAKATI CITY 1226

Philippines

+63810028183

Shipment To

PHILIPPINE OVERSEAS LABOR OFFICE (POLO)

HON. SAUL T. DE VRIES

1600 MASSACHUSETTS AVENUE

~~N.W.~~ WASHINGTON, D.C.

20036

WASHINGTON DC 20036

United States Of America

+1810028183

Shipment Details

Date of Shipment : 2017-04-04

Air Waybill Number : 4076082953

Service Type : EXPRESS WORLDWIDE(DOX)

Number of Pieces : 1

Total Weight : 0.5 kg

Insured Amount :

Volumetric Weight :

Estimated Charges :

RAS :

Fuel Surcharge :

International Information

Declared Value :

Duties and Taxes :N/A

Special Services

Delivery Notification Service

Billing Information

Payment Type : Shipper Account

Billed Account : 642050498

Shipper Account : 642050498

Reference Information

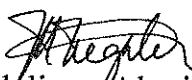
Reference :

VERIFICATION AND CERTIFICATION

I, Madeliene Alegia-Regala, General Manager of **Parman, Inc.**, with office address at 74 MGF Champaca Building, 156 Amorsolo St., Legaspi Village, Makati City 1229 Philippines, after having been duly sworn in accordance with law, hereby depose and state that:

1. I am authorized by the Parman, Inc. to initiate the present *Complaint*;
2. I have caused the preparation and filing of the foregoing *Complaint*. I have read and understood all the allegations contained therein, and the same are true and correct, based on my own personal knowledge and/or based on authentic records;
3. I have not commenced any action or filed any claim involving the same issues in any court, tribunal, or quasi-judicial agency;
4. If I should thereafter learn that a same or similar action has been filed or is pending before any court or tribunal, I undertake to promptly report such fact to the Honorable Administration within five (5) days from knowledge thereof; and
5. The present *Complaint* does not involve a claim for a sum of money arising from the violation of an overseas employment contract or the violation of a recruitment agreement; this *Complaint* involves a disciplinary and criminal violation for Illegal Recruitment – a matter that cannot be settled amicably through conciliation.

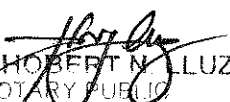
IN WITNESS WHEREOF, I have set my hand and affixed my signature this 4th day of April 2017, Makati City, Philippines.


Madeliene Alegia Regala
General Manager

SUBSCRIBED AND SWORN TO before me by Madeliene Alegia-Regala who is personally known to me to be the same person who presented the foregoing instrument in my presence this _____ day of April 2017 at Makati City, with affiant exhibiting to me her (ID and ID No.) PRIVERS LICENCE NO 3-94-154939 which was issued on DEC 23, 2015, expiry date on DEC 14, 2018.

Doc. No. 329
Page No. 67
Book No. 181
Series of 2017.

APR 04 2017


ATTY. ROBERT N. LUZ
NOTARY PUBLIC
Until December 31, 2017
Appl. No. M-20 Makati City
IBP #1052367 for 2017 Nov 22, 2016-RSM
PTR #5909501 Jan. 03, 2017-Makati
S.C. Roll No. 59797
MCLE Compliance No. V-0015438; 9 March 2015
Unit 301 3rd Flr. Campos Rueda Bldg.
101 Urban Avenue, Brgy. Pio del Pilar
Makati City

DIRECTOR'S CERTIFICATE

I, JOEL S. FERRER, Filipino, of legal age with office address at 74 MGF Champaca Building, 156 Amorsolo St., Legaspi Village, Makati City 1229 Philippines, after being duly sworn in accordance with law, certify as follows:

1. I am the duly elected and qualified President of Parman, Inc. (*the Corporation*), a corporation organized and existing under the laws of the Republic of the Philippines.
2. At the special meeting of the Board of Directors of the Corporation held on 31 March 2017 during which a quorum was present throughout, the following resolutions were approved:

RESOLVED, that the Board of Directors of Parman, Inc. (*the Corporation*) names, constitutes, appoints and/or confirms the authority of, as it hereby names, constitutes, appoints and/or confirms the authority of, Ms. Madeliene Alegia-Regala and any of the lawyers of Siguion-Reyna, Montecillo & Ongsiako Law Office, to be the Corporation's true and lawful attorneys-in-fact, to do and perform the following:

- a) Represent or act for the Corporation in all stages of any labor, administrative, criminal, or civil cases involving the Corporation wherever the cases may be pending;
- b) Execute, sign, subscribe to, and deliver any and all documents, verifications, certifications against forum shopping, other certifications, affidavits, and other instruments, and do such other things, as may be required to commence, prosecute, and/or defend the aforementioned labor, administrative, criminal, or civil cases;
- c) Appear, or appoint some other person to appear, in the Corporation's stead and on the Corporation's behalf, at the conferences or hearings for the aforementioned labor, administrative, criminal, or civil cases, with full power to negotiate, settle, dismiss and compromise, and thereto consider:
 - a. the possibility of an amicable settlement;
 - b. Submission to alternative modes of dispute resolution;
 - c. Possibility of entering into stipulations or admissions of facts and documents;
 - d. Simplification of the issues; and


- RESOLVED, FURTHER, that pursuant to the foregoing purposes, the abovementioned attorneys-in-fact, as they are hereby, given and granted full power and authority whatsoever requisite or necessary or proper to be done in and about the premises as fully to all intents and purposes as the Corporation might or could lawfully do, with full power of substitution and revocation, and hereby confirming and ratifying all that said attorneys-in-fact lawfully do or cause to be done under and by virtue of these presents.

IN WITNESS WHEREOF, I hereunto set my hand this day of APR 04 2017, 2017 aa MANILA CITY, Metro Manila.


JOEL S. FERRER

SUBSCRIBED AND SWORN TO before me by Joel S. Ferrer who is personally known to me to be the same person who presented the foregoing instrument in my presence this __ day of April 2017 at _____, with affiant exhibiting to me his/her (ID and ID No.) PASSPORT EB 8839400 which was issued on AUGUST 1, 2013, expiry date on JULY 21, 2018.

APR 04 2017


ATTY. ROBERT N. ALUZ
 NOTARY PUBLIC
 Until December 31, 2017
 Appr. No. M-20 Makati City
 IBP #1052767 for 2017 Nov. 22, 2016-RSM
 PTR #5909501 Jan. 03, 2017-Makati
 S.C. Roll No. 59:87
 MCLE Compliance No. V-0015449, 9 March 2018
 Unit 301 3rd Flr. Campos Rueda Bldg.
 101 Urban Avenue Brgy. Pio del Pilar
 Makati City



PASUGUAN NG PILIPINAS

WASHINGTON, D.C.

EMBASSY OF THE PHILIPPINES

CERTIFICATE OF AUTHENTICATION

FOREIGN SERVICE OF THE PHILIPPINES }
 EMBASSY OF THE PHILIPPINES } S S
 WASHINGTON, D.C., U.S.A. }

I, **ARLENE TULLID-MAGNO**, Consul of the Republic of the Philippines, for the District of Columbia and the States of Alabama, Florida, Georgia, Kentucky, Maryland, North Carolina, South Carolina, Tennessee, Virginia and West Virginia, duly commissioned and qualified as such, do hereby certify that

ANGEL L. BORJA JR.

who verified the annexed instrument, was the Labor Attache, Philippine Embassy, Washington, D.C., and verily believe that his signature affixed thereto is genuine.

For the contents of the annexed documents, the Embassy assumes no responsibility.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Philippine Consular Service, Washington, District of Columbia, United States of America, this 6th day of April 2015.


ARLENE TULLID-MAGNO
 Consul

Document No.: AUT-15-3759
 Series of : 2015
 Service No. : 7888
 Fee : \$25.00
 O.R. No. : 32

This document is not valid if it is altered in any way.

1600 Massachusetts Avenue, NW, Washington, D.C. 20036

Tel: 467-9363, (202) 467-9363, Fax: (202) 467-9417, Email: washingtonpe@philippinesusa.org washingtonpe@gmail.com
 Consular Affairs: Passport/Visa Authentication/Legal Matters: CONSULAR@philippinesusa.org

EMBASSY OF THE PHILIPPINES
Office of the Labor Attache
1600 Massachusetts Ave NW
Washington DC 20036
Tel. No. 202-467-9425; 202-467-9426

VERIFY FORM 2 - For Foreign Employer/Principal

RECRUITMENT/EMPLOYMENT DOCUMENTS VERIFICATION FORM

Name of Employer

Address or Worksite

Tel. No./Email Address

Name of Philippine Agent/Representative

Address

Munilla Construction Mgmt. LLC (MCM)
MIAMI / GUANTANAMO BAY CUBA
305 541 0000
PARMAN INC.
PARAT

Name of Foreign Recruitment Agency/Contractor

Address

Document for Verification	Remarks
1. Special Power of Attorney	✓
2. Recruitment Agreement	✓
3. Job Order/Manpower Request	✓ <i>85 construction & various skills</i>
4. Proof of Availability of Job	✓ <i>contract from GTMO</i>
5. Proof of employer's legal personality/business registration	✓
6. Other documents	<i>MCC</i>

Evaluator:

Date:

3/11/15

Remarks and recommendation:



March 23, 2015

Mr. Angel L. Borja, Jr.
Labor Attache, Embassy of the Republic of the Philippines
1600 Massachusetts Avenue NW
Washington, D.C. 20036

Subject: Personnel Minimum Monthly Wages – Guantanamo Bay, Cuba

Mr. Angel. Borja, Jr
Sir,

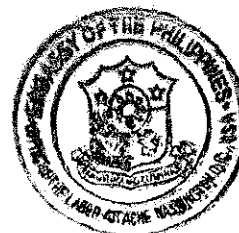
We appreciate your efforts in verifying and authenticating MCM's documentation in regards to our employment package per POEA requirements.

(b) (4)

Should you have any questions, please feel free to contact me via e-mail at epress@mcm-us.com or via phone at (561)-512-2245. Thank you.

Sincerely,

Elliot Press
Federal Operations Program Manager
MUNILLA CONSTRUCTION MANAGEMENT, MCM



CGC1515804

BUILDING EXCELLENCE
6201 SW 70TH STREET 2nd FLOOR MIAMI, FL 33143
PHONE 305.541.0000 www.mcm-us.com FAX 305.541.9771

E071301



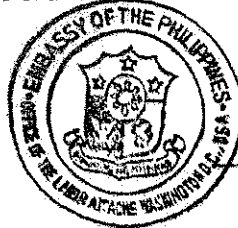
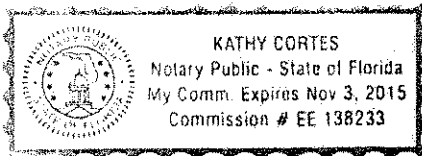
SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

I, **ALEXIS LEAL**, of legal age and with business address at 6201 SW 70 ST, 2nd Floor Miami, FL 33143, in my capacity as Director of Corporate Operations of **Munilla Construction Management, MCM**, do hereby appoint **PARMAN INCORPORATED** represented in this Act by **JOEL S. FERRER**, likewise of legal age, and President of Parman Incorporated with office address at 7th Floor MGF Champaca Building, 156 Amoroso Street, Legaspi Village, Makati City, Philippines, as our true and legal representative to set for and in our name stead and to perform the following acts:

1. To represent our company before any and all government and private offices/agencies in the Philippines in all matters involving the employment of Filipino contract workers;
2. To enter into any and all contracts with any person, corporation, institution or entity on behalf of MCM, relating to the recruitment, hiring and placement of Filipino contract workers for overseas employment in Guantanamo Bay, Cuba and other COUNTRIES where Munilla Construction Management, LLC d/b/a MCM has business operations;
3. To sign, authenticate and deliver all documents necessary to complete any transaction related to such recruitment and hiring, including making the necessary steps to facilitate the departure of the recruited workers;
4. To bring suit, defend and enter into litigation brought for or against MCM in all matters involving the employment of Filipino contract workers;
5. To assume jointly any liability that may arise in connection with the workers' recruitment and/or implementation of the employment contract and/or other terms in the attached agreement.

HEREBY GRANTING unto said representative full power and authority to execute or perform whatsoever as I might or could lawfully do if personally present, with power of substitution and revocation and hereby ratifying and confirming all that our said local representative or his substitute shall lawfully do or cause to be done under and by virtue of these present.



Munilla Construction Management, MCM

ALEXIS LEAL

Director of Corporate Operations

WITNESSES

VERIFICATION	
This is to certify that I, a office of the Labor Attache, have read this document and found it to be in order.	
ANGEL L. BORJA, JR. Labor Attache U	
Ser. No.	
Fee Paid	3/11/15
O.R. No.	
Date	3/11/15

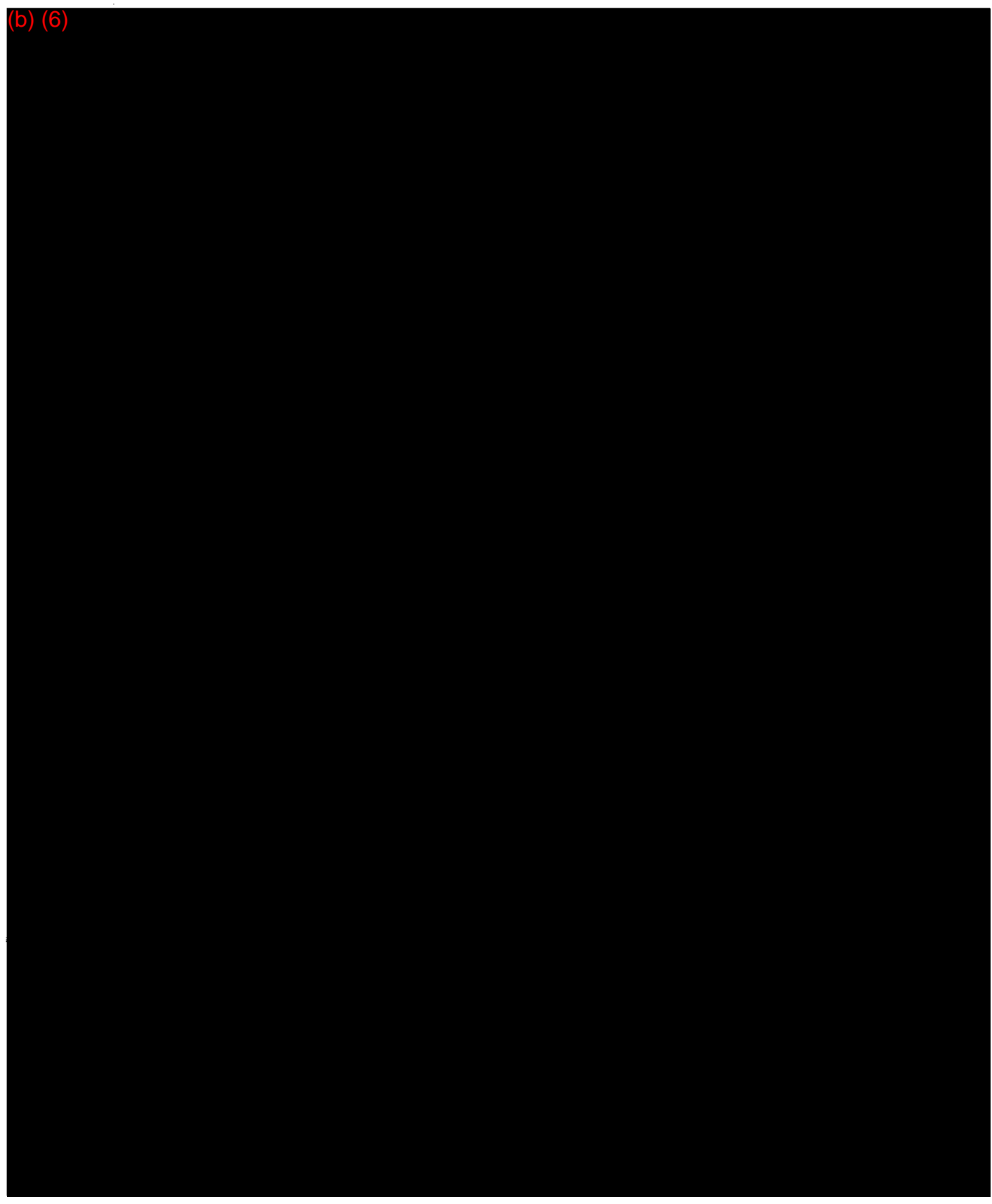
CGC1513804

BUILDING EXCELLENCE

6201 SW 70TH STREET 2nd FLOOR MIAMI, FL 33143

PHONE 305.541.0000 www.mcm-us.com FAX 305.541.9771

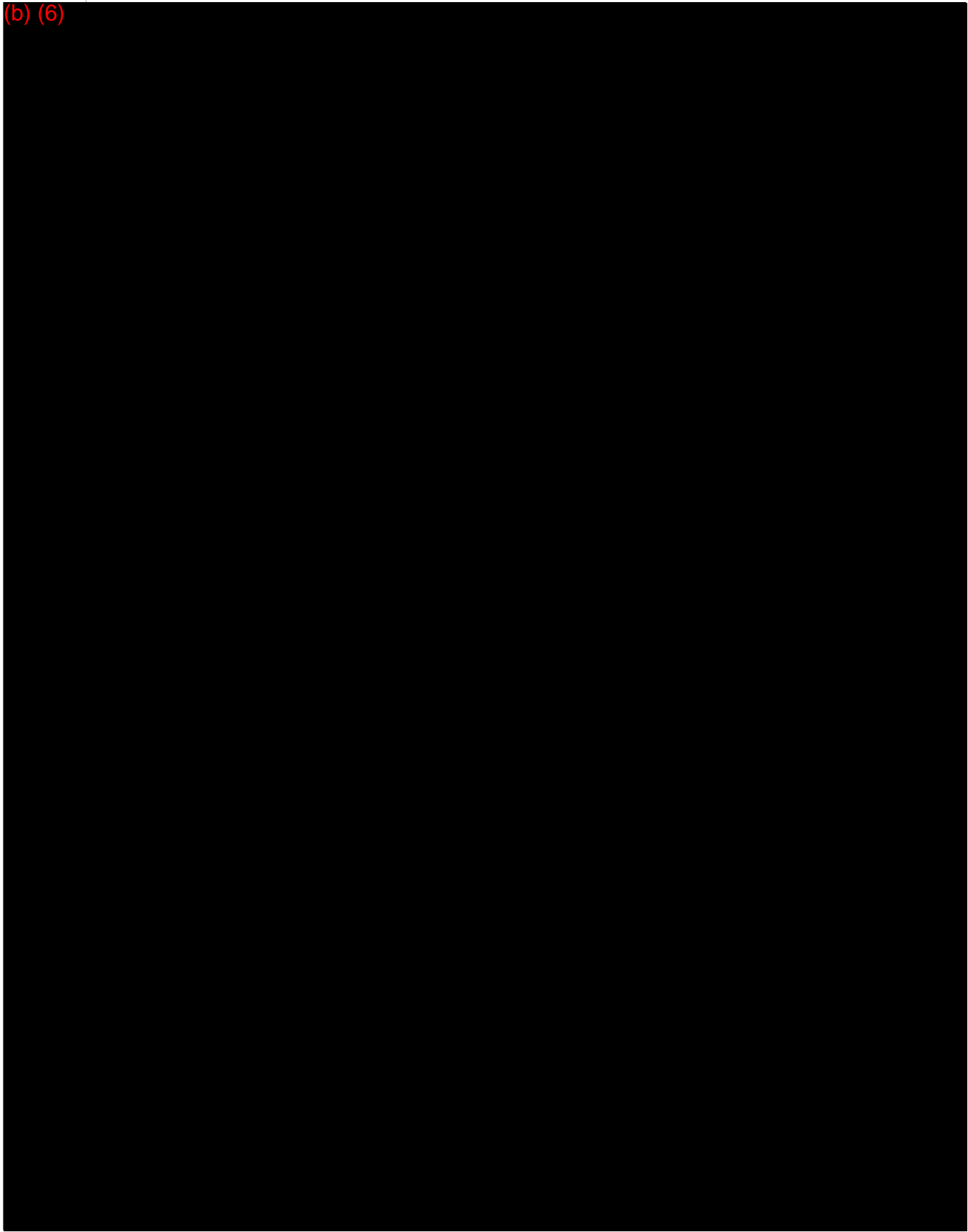
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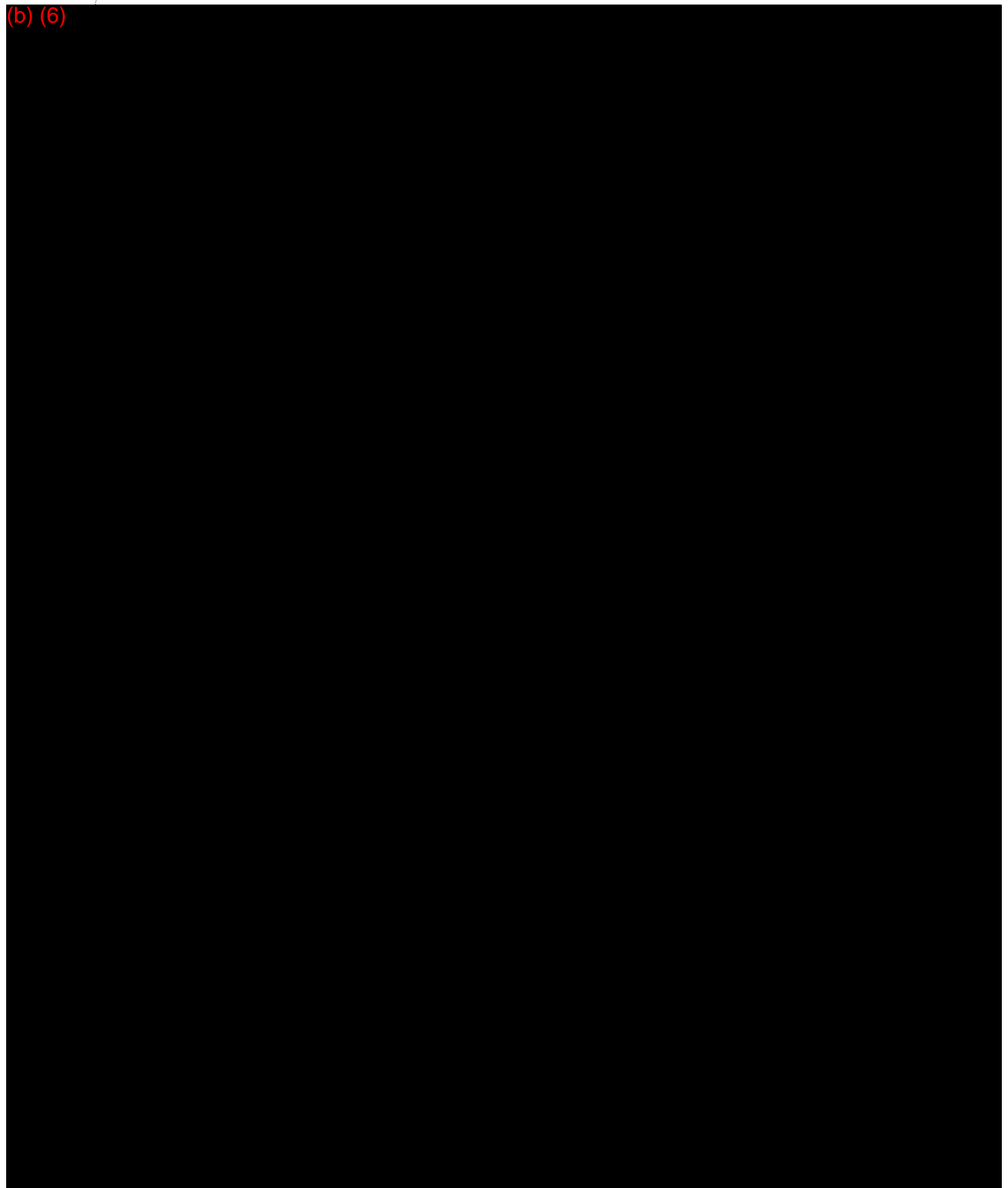
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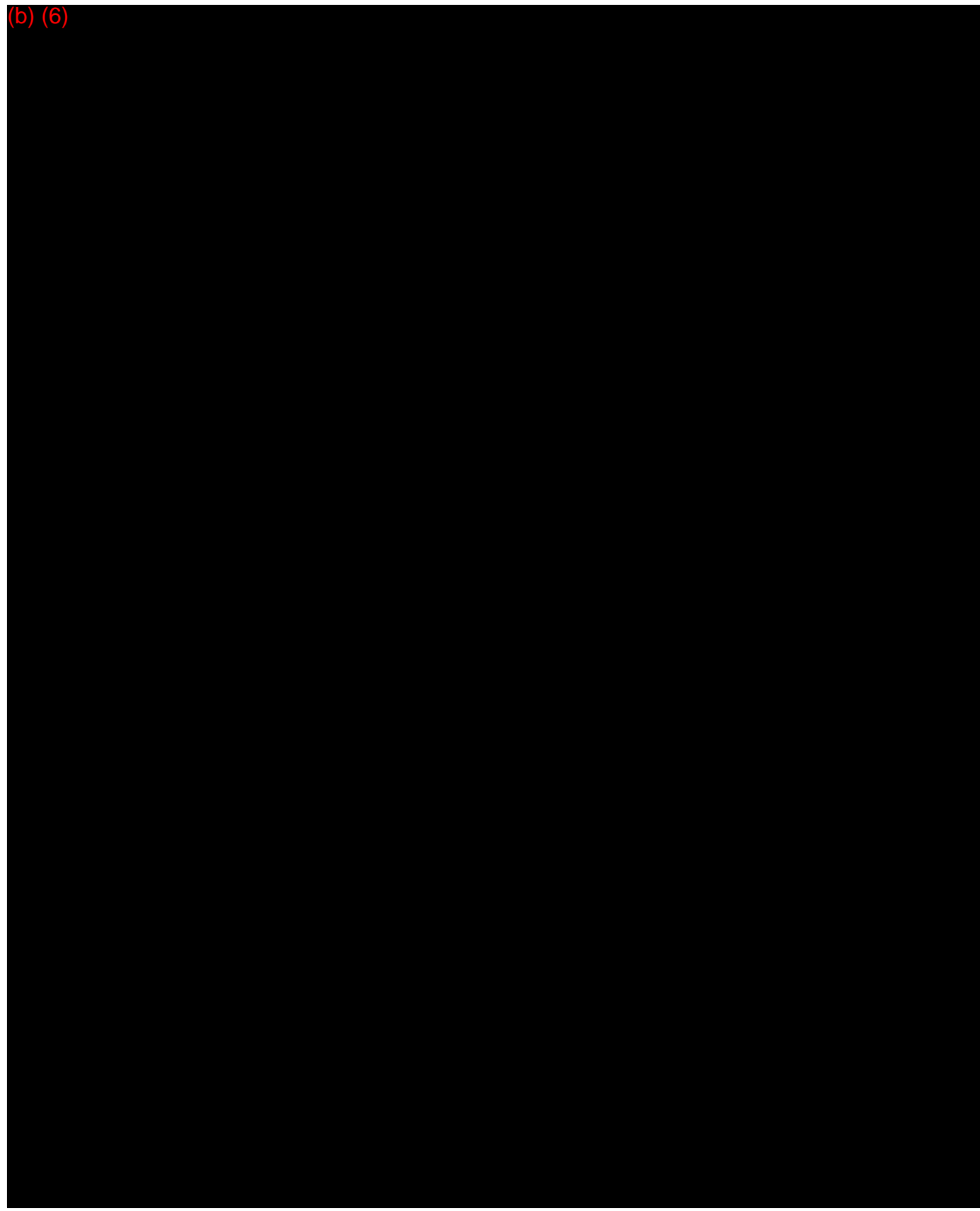
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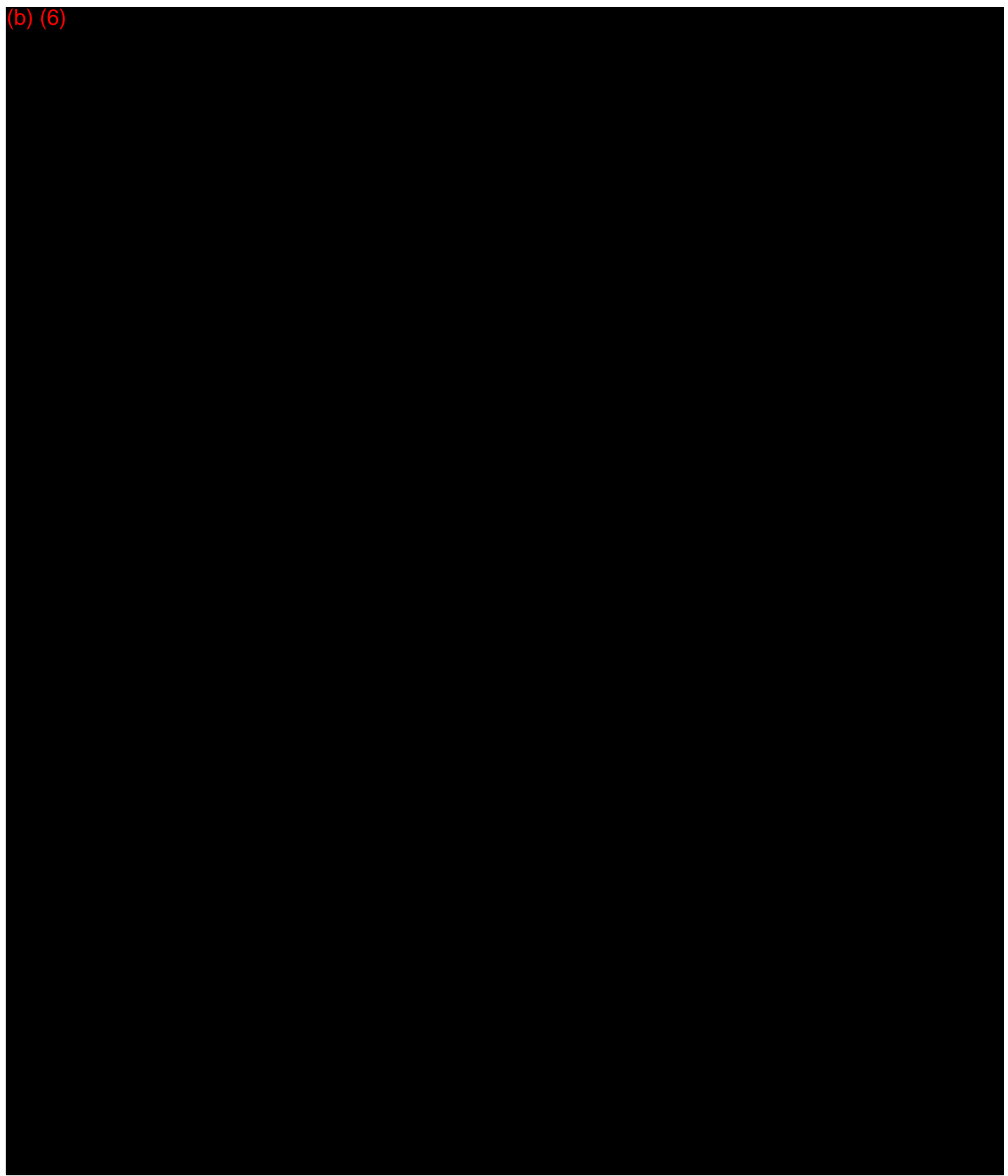
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(b) (6)



(b) (6)



[REDACTED]

(b) (4)



(b) (4)



(b) (4)



(b) (4)



(b) (6)



(b) (6)



(b) (6)



(b) (6)



(b) (6)



(b) (6)





ANNEX "B"

PASUGUAN NG PILIPINAS

EMBASSY OF THE PHILIPPINES

WASHINGTON, D.C.

CERTIFICATE OF AUTHENTICATION

FOREIGN SERVICE OF THE PHILIPPINES }
EMBASSY OF THE PHILIPPINES } S S
WASHINGTON, D.C., U.S.A. }

I, **KATRINA ISABELLE BORJA-MARTIN**, Consul of the Republic of the Philippines, for the District of Columbia and the States of Alabama, Florida, Georgia, Kentucky, Maryland, North Carolina, South Carolina, Tennessee, Virginia and West Virginia, duly commissioned and qualified as such, do hereby certify that

SAUL T DE VRIES

who verified the annexed instrument, was the Labor Attache, Philippine Embassy, Washington, D.C. and verily believe that his signature affixed thereto is genuine.

For the contents of the annexed documents, the Embassy assumes no responsibility.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Philippine Consular Service, Washington, District of Columbia, United States of America, this 20th day of December 2016.

KATRINA ISABELLE BORJA-MARTIN
Consul

Document No. : AUT-16-20590
Series of : 2016
Service No. : 29130
Fee : \$25.00
O.R. No. : 17

*"The validity of this certification is for five (5) years, unless specified by the attached documents."
This document is not valid if it is altered in any way..*

1600 Massachusetts Avenue • NW Washington, D.C. 20036

Tel: (202) 467-9363 • Fax: (202) 467-9417 • E-mail: washingtonpe@philippinesusa.org • washingtonpe@gmail.com
Consular Affairs: Passport/Visa Authentication/Legal Matters: CONSULAR@philippinesusa.org

EMBASSY OF THE PHILIPPINES
Office of the Labor Attache
1600 Massachusetts Ave NW
Washington DC 20036
Tel. No. 202-467-9425; 202-467-9426

VERIFICATION FORM 2 - For Foreign Employer/Principal

RECRUITMENT/EMPLOYMENT DOCUMENTS VERIFICATION FORM

Name of Employer
Address or Worksite
Tel. No./Email Address

Name of Philippine Agent/Representative
Address

Name of Foreign Recruitment Agency/Contractor
Address

*Seaguard Services, Inc.
Hawaii / GTMO - Cuba
812/207-5699
PARHALL, INC.
Hawaii*

MA

Document for Verification	Remarks
1. Special Power of Attorney	<input checked="" type="checkbox"/>
2. Recruitment Agreement	<input checked="" type="checkbox"/>
3. Job Order/Manpower Request	<input checked="" type="checkbox"/>
4. Proof of Availability of Job	<input checked="" type="checkbox"/> <i>65 bar worker</i>
5. Proof of employer's legal personality/business registration	<input checked="" type="checkbox"/> <i>US Navy command note</i>
6. Other documents	<input checked="" type="checkbox"/> <i>MEC</i>

Evaluator

Date:

P/10/16/16

Remarks and recommendations:

222 Pearl St. 3rd Floor
New Albany, IN 47150



Phone: (812) 207-2649
Fax: (812) 207-2648

November 25, 2016

Embassy of the Philippines
1600 Massachusetts Ave., NW
Washington, D.C. 20036
United States of America

Attention: Philippine Overseas Labor Office (POLO)

To Whom It May Concern:

Please find documents enclosed for verification prior to our submission for accreditation as an employer with the Philippine Overseas Employment Agency.

Please contact me directly at my office if any required documentation is missing or if any questions arise.

Any documents returned following your review should kindly be mailed to my attention at the address listed below.

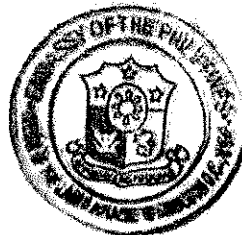
Address: 115 E. Market Street
New Albany, IN 47150
Phone: (812) 207-2614
Fax: (812) 207-2634
Email: abagshaw@hms-seaward.com

Thank you for your assistance in this matter.

Respectfully,



Angelique Bagshaw, PHR, SHRM-CP
Division Human Resources Manager
HMS Global Maritime – Seaward Services Inc.



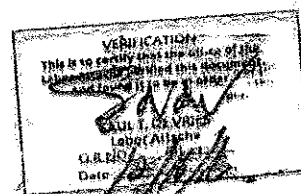
SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

I, **William H. Annand**, of legal age and with postal address at 222 Pearl Street, 3rd Floor, New Albany, IN 47150, in my capacity as **President/COO** of **SEAWARD SERVICES, INC.**, do hereby appoint **PARMAN INCORPORATED** represented in this Act by **JOEL S. FERRER** ("Representative"), likewise of legal age, and **President** of **PARMAN INCORPORATED** with office address at 7th Floor MGF Champaca Building, 156 Amorsolo Street, Legaspi Village, Makati City, Philippines, as our true and legal representative to set for and in our name stead and to perform the services and responsibilities listed in the attached Exhibit 1, Scope of Services and Responsibilities, wherein "ABC COMPANY" shall mean Seaward Services, Inc. To the extent necessary to perform the services and responsibilities listed in Exhibit 1, Representative may perform the following acts:

1. Represent our company before any and all government and private offices/agencies in the Philippines;
2. Upon approval by Seaward Services, Inc., enter into any and all contracts with any person, corporation, institution or entity in a joint venture or as partner in the recruitment, hiring and placement of Filipino contract workers for overseas employment in Cuba;
3. Sign, authenticate and deliver all documents necessary to complete any transaction related to such recruitment and hiring, including making the necessary steps to facilitate the departure of the recruited workers;
4. Upon approval, and through consultation with Seaward Services, Inc., bring suit, defend and enter into compromise in my name and stead in litigations brought for or against us (our company) in all matters involving the employment of Filipino contract workers for myself (our company);
5. To assume jointly and solidarity with the undersigned (our company) and liability that may arise in connection with the workers' recruitment and/or implementation of the employment contract and other terms and conditions of the appointed as defined and spelled out in the attached agreement which we have previously executed.

Remainder of this page intentionally left blank.



HEREBY GRANTING unto said Representative full power and authority to execute or perform whatsoever requisite or proper to be done in about the premises as fully to all intents and purposes as I might or could lawfully do if personally present, with power of substitution and revocation and hereby ratifying and confirming all that our said local Representative or his substitute shall lawfully do or cause to be done under and by virtue of these present.

222 Pearl St. 3
New Albany

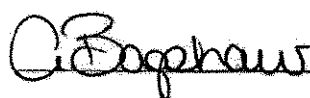
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7th
15

Seaward Services, Inc.

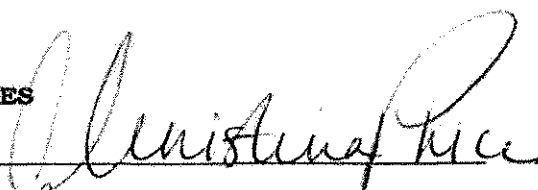
By: 

Name: William H. Annand

Title: President/COO



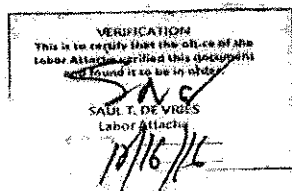
WITNESSES



My commission expires
11-10-2022.

#660350

Floyd County, Indiana



222 Pearl St. 3rd Floor
New Albany, IN 47150



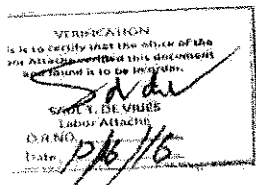
Phone: (812) 207-2649
Fax: (812) 207-2648

Parman Incorporated,
7th Floor MGF Champaca Building.
156 Amorsolo Street, Legaspi Village,
Makati 1229, Metro Manila, Philippines.

Dear Sir/Madam:

Please be informed that our Company is in need of the following workers to work in Guantanamo Bay, Cuba, and we would like your agency to handle the recruitment for us:

Number of Personnel Required	Position	Monthly Salary
1	Administrative Assistant	550.00
1	Administrative Supervisor	1,020.16
3	Coxswain	754.00
1	Coxswain, Senior	825.00
1	Marine Operations Superintendent	1,000.00
1	Diesel Mec ^	619.40
2	Electrician ^	475.00
8	Engineer, Chief ^	975.36
1	Junior Machinist ^	433.50
1	Junior, Welder ^	455.44
1	Lead Machinist ^	636.54
1	Lead Marine Electrician ^	650.54
1	Lead Mechanic ^	619.40
1	Leadman, Marine Outboard ^	619.40
1	Leadman, Rigging ^	645.15
1	Leadman, Welder ^	522.50
4	Loadmaster/DH ^	400.00
1	Marine Electronics, Tech ^	500.00

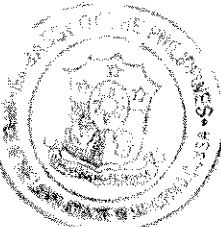


222 Pearl St. 3rd Floor
New Albany, IN 47150



Phone: (812) 207-2649
Fax: (812) 207-2648

Number of Personnel Required	Position	Monthly Salary
2	Marine Mechanic ^	475.00
1	Marine Shipfitter/Pipefitter ^	484.55
1	Mechanic, Travel Lift ^	612.00
8	Oiler/Electrician/DH ^	484.50
1	Outboard Marine Elec ^	619.40
1	Outboard Marine Mech ^	619.40
1	Outboard Mechanic ^	619.40
1	Paint/Sanblast ^	504.07
1	Paint/Sandblast Leadman ^	519.15
1	PMS Scheduler/Librarian ^	660.00
1	Production Superintendent ^	1,320.00
1	QA/Safety Supervisor	1,500.00
1	Repair Superintendent ^	1,529.82
1	Sailmaker ^	509.11
1	Shipwright, Marine Fiber ^	572.58
6	Watchstander	400.00
1	Supply Clerk ^	400.00
1	Supply Supervisor ^	840.48
1	Supply Technician ^	459.00
1	Technician HVAC/R ^	633.57
1	Warehouseman/Property ^	450.33



VERIFICATION
is to certify that the office of the
for Attache verified this document
and found it to be in order.
SAUL T. DE VRIES
Labor Attache
O.R. NO. _____
Date: 12/16/11

Terms and conditions: **GS**

1. Employer will provide transportation from Point-of-Hire (Philippines) to the site of employment (Guantanamo Bay, Cuba) and return after completion of the contract;
2. Employer will provide accommodations and meals or food allowance;
3. Employer will provide transportation from provided accommodations to the site of work;

222 Pearl St. 3rd Floor
New Albany, IN 47150

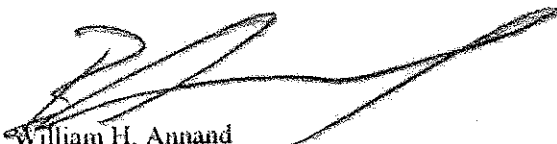


Phone: (812) 207-2649
Fax: (812) 207-2648

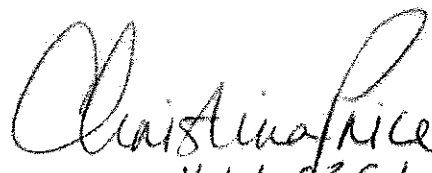
4. Two year (or duration of contract) employment agreements;
5. Visa and requisite medical exam fees, labor card and other such related fees, if any, will be paid for by the Company;

Terms and conditions not stated in this contract shall be governed by the laws of the host country or the Philippine Laws, whichever is most beneficial to the worker, as well as by all Company policies, guidelines and practices including but not limited to those contained in Company policy & procedure manuals, handbooks, operating manuals and/or other policies in effect throughout the term of employment.

Respectfully,

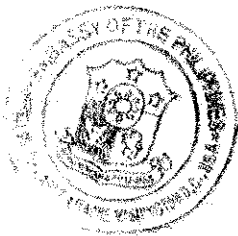
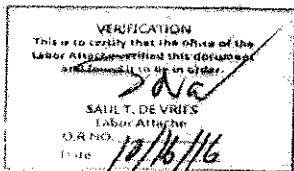

William H. Annand
President, COO
Seaward Services, Inc.

Christina Price
Notary Public


#660356

My commission expires
11-10-2022.

Floyd County, Indiana.



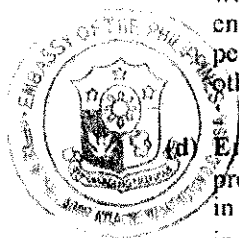
GTMO EMPLOYMENT CONTRACT

This Employment Contract executed and entered into by and between Seaward Services Inc., Guantanamo Bay, Cuba (hereinafter referred to as **Employer**), and the below named **Employee** (hereinafter referred to as **Employee**), provide for the following terms and conditions of employment.

Employee Name: _____
Permanent Address: _____
Nationality: FILIPINO
Classification: _____
Point of Hire: MANILA, PHILIPPINES
Job Location: U.S. Naval Station, Guantanamo Bay, Cuba
Contract Start Date: UPON DEPARTURE FROM MANILA
Contract Period: Twenty Four (24) Months
Monthly Rate of Pay: US\$/MONTH

I GENERAL TERMS OF EMPLOYMENT

- (a) **Employee** expressly represents that he is fully experienced, trained and qualified to perform the duties of the above-mentioned position and that he is physically and mentally fit to undertake the duties and responsibilities inherent thereto. This representation of professional skills and physical and mental fitness is material in the decision to accept **Employee**.
- (b) **Employee** shall be utilized by **Employer** to perform work in the classification above at the location of the project. There is neither representation nor guarantee the **Employee** will be employed on any particular work or job classification. **Employer** will retain the right to relocate the **Employee** to other work areas belonging to the **Employer** in the event other priority work is assigned by the Government or there is insufficient work in the **Employee's** regularly assigned shop, division, or department at Guantanamo Bay, Cuba.
- (c) **Employee** shall agree to abide within the Code of Ethics established for and by **Employer**, which provides each employee a foundation of responsible, professional and ethical principles to guide conduct. It is expected that **Employee** shall strive to attain the highest standard of job performance, conduct oneself in a spirit of fairness to other employees and customers, refrain from associating with or allowing the use of one's name with any enterprise of questionable character, avoid engagement in any transaction that might conflict with one's employment duties, build one's personal and professional reputation on merits of his or her own work, and not knowingly influence others to commit an act that is a violation of this Code.
- (d) **Employee** agrees to comply with all laws, rules, regulations and customs applicable or prevalent at the Site of work and vicinity thereof, including but not limited to those contained in **Employer** policy & procedure manuals, handbooks, operating manuals and/or other policies in effect throughout the term of your employment and such other rules and regulations as **Employer** or the US Navy may establish from time to time with respect to personnel employed by **Employer** for Guantanamo Bay, Cuba.
- (e) **Employee** shall agree to abide by **Employer's** drug and alcohol policy, and shall submit to required drug and alcohol testing as outlined in **Employer's** policy, including pre-employment, random, reasonable cause, post accident/incident, return to duty and follow-up. If **Employee** refuses testing following policy guidelines, fails to cooperate in the test, or tests positive for an illegal substance and/or alcohol, the **Employer** may terminate **Employee**.



VERIFICATION
to certify that the office of the
Attache verified this document
is valid it is to be in order.
SAUL T. DEVRIES
Labor Attache
R.N.O.
10/16/16

GTMO EMPLOYMENT CONTRACT

(f) Employee shall provide all personal clothing and personal effects, including dentures and spectacles, necessary to enable him to properly perform his job under this Agreement. The Company cannot and does not assume responsibility or liability for any Employee's personal articles and/or belongings at any time.

(g) Employee agrees that while he is employed by Employer under this Agreement he will not engage in any other work or occupation which would interfere with the Employee's normal work; that he shall devote his attention and best energies and abilities to the performance of the duties assigned to him by Employer; and that he shall at all times, while under this Agreement or on the US Naval Station, Guantanamo Bay, Cuba be subject to the direction and control of Employer representative.

II MOBILIZATION/DEMobilIZATION

Employer shall provide Employee with free transportation from Point-of-Hire to Job Location(s) at the commencement of this Contract and return to Point-Of-Hire upon satisfactory completion of this Contract. Transportation used by Employee shall be by such method, class, schedule, route and manner as Employer shall designate.

III PROBATIONARY PERIOD

Employee shall be employed on a probationary basis during the first three (3) months of the Term of Employment. Employer may terminate this Agreement and the employment of Employee hereunder at any time during the probationary period, without any liability to Employee except to pay his wages up to date of termination, and to provide him return transportation to the Point-of-Hire.

IV WORKING HOURS

The normal workweek shall consist of six (6) days per week and eight (8) hours per day. Actual working hours will be determined by Employer. Employees will be paid for actual hours authorized and worked at the hourly Rate of Pay. Overtime, when authorized in advance and worked, will be paid at the rate of one and one quarter (1-1/4) times the computed base hourly rate as long as it is in excess of forty-eight (48) regular hours per week.

V ACCOMMODATIONS

Employer shall provide Employee with accommodations at no cost to Employee. Assignment to accommodations are controlled by the U.S. Government and Employer.

VI MEALS

Employer shall provide three (3) meals per day or a food allowance of eleven dollars (\$11.00) per day for all days in residence at Guantanamo Bay, Cuba.

VII PAID VACATIONS

(a) Employee shall be eligible for fifteen (15) days paid leave per annum. Leave will be accrued but only available to be taken after completing two (2) years of service. At the completion of the two year contract Employee will be provided all accrued leave, up to thirty (30) days maximum of paid leave and thirty (30) days leave without pay (LWOP) for a total of sixty (60) days off between contracts. When utilizing this leave, Employer shall provide Employee with transportation consisting of one trip from Job Location to Point-of-Hire and one return trip from Point of Hire to Job Location at end of leave.

VERIFICATION
I certify that the office of the
Labor Attaché has verified this document
and found it to be in order.

SAUL T. DE VRIES
Labor Attaché
R.N.O.
12/16/10

GTMO EMPLOYMENT CONTRACT

- es and
any
- (b) Employer shall have the right to adjust or reschedule Employee's vacation to an earlier or later period to ensure the delivery of reliable and timely services to the customer. Employees whose vacations are adjusted or rescheduled are eligible for pro-rated vacation based upon the number of vacation days accrued at the time of their leave.
 - (c) Employee who has agreed to a contract extension may be allowed to accumulate vacation leave for a period of two (2) years with the consent of Project Management.

VIII OTHER EXPENSES

Employer shall pay Employee a monthly allowance of five dollars (\$5.00) for laundry services.

IX HOLIDAYS

Employee shall be entitled to twelve (12) paid holidays (at eight (8) hours per holiday) per year, as determined and scheduled by Employer.

X SICK LEAVE/MEDICAL ATTENTION

- (a) Employee will be provided with free emergency medical and dental services and such medicines that may be required while assigned to Guantanamo Bay, Cuba.
- (b) Employee agrees, when and if required by Employer, to examination by a doctor or doctors or other medical personnel designated by Employer at Employer's expense. Employee agrees that he will also expressly authorize examining medical personnel to furnish their findings to Employer.
- (c) Employer will provide Employee with six (6) days of sick leave with pay within one year, to be utilized if sick. A physician's statement may be required before returning to work. Employee may be asked to provide documentation upon return to work specifically stating employee may return to work with no limitations or restrictions.

XI BEREAVEMENT LEAVE

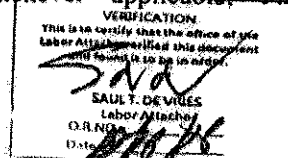
Employer has a formal policy to provide for the Employee to go home and return at Employer's expense in the event of a death in the immediate family. The Employer will also provide a two week's paid bereavement leave benefit upon Employee's return. It is the option of the Employee to accept a cash benefit in lieu of using the bereavement leave benefit.

XII Workman's COMPENSATION

Employer shall provide Employee with Workman's Compensation benefits for service-connected illness or injuries or death in accordance with pertinent laws of the Philippines, and whenever applicable, war hazards protection. (War means armed hostilities between nations or factions within the nation).

XIII REPATRIATION OF REMAINS

In case of death of Employee, Employer shall bear the expenses for the repatriation of the remains of Employee and his personal properties to his relative at Point of Hire, or if repatriation of the remains is not possible under certain circumstances, the proper disposition thereof upon previous arrangement with Employee's next-of-kin, or in the absence of the latter, the nearest Embassy or Consulate Labor Attaché or Minister of Labor and whenever applicable, Philippine Overseas Employment Administration, Manila, Philippines.



GTMO EMPLOYMENT CONTRACT

XIV REMITTANCE

- (a) Employer shall remit all compensation due to Employee via direct deposit into bank account as designated.
- (b) Employer shall agree to remit a percentage of the Employee's basic monthly salary to Employee's beneficiary as designated.

(Name of Beneficiary)

(Relationship)

Residing at _____

in the Philippines through the Philippine banking system.

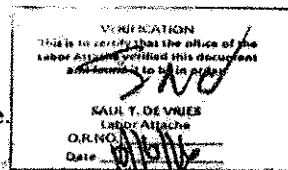
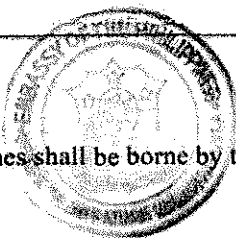
Name of Bank: _____

Routing Number: _____

Account Number: _____

XV TAXES

All income taxes, levies or fines shall be borne by the Employee.



XVI TERMINATION

- (a) If Employer terminates the services of Employee under this Agreement because of the completion, termination, or suspension of the work in which Employee's services were being utilized, or the contract of the Employer with the US Navy has been completed or terminated, or because of a reduction of force due to a decrease in scope of such work, or a change in the type of such work, Employer will be responsible for Employee's return transportation to his Point-of-Hire.
- (b) **Termination for Cause**
- (1) Notwithstanding any other terms and conditions of this Agreement, Employment is "At-Will" meaning employment is on an indefinite basis and not guaranteed for any specific period of time. Employment can be terminated by Employee or Employer at any time, with or without cause, i.e., for any reason at any time. Employer may, at his sole discretion, terminate Employee's services for cause at any time. Termination for Cause shall include, but is not limited to lack of ability of Employee to perform in the classification for which hired; use of alcohol or illegal substances; insubordination; failure to travel as scheduled by Employer; failure or refusal to work or comply with Employer's working rules; any misrepresentation made or concealment of a material fact for the purpose of securing this Agreement; violation of any applicable laws or regulations; arrest for any cause; subversive activity; rioting or inciting a riot; violation of any Employer policy, rule or procedure including those for solicitation, harassment and discrimination; or at the request of the US Navy. In the event of such termination for cause, or if Employee quits, all salary, allowances, payments or compensation shall cease at the time of discharge or quitting. Thereafter, Employee may be made liable to pay for his cost of living until departure.
- (2) If Employee is terminated for cause he shall be returned to Point-of-Hire by the first available and practicable means of transportation at his own expense. If Employee is terminated for cause prior to twenty-four (24) months of service at the Site, he will not earn or be entitled to any portion of vacation.

GTMO EMPLOYMENT CONTRACT

- (c) Nothing in this document is intended to, nor should be construed to, alter or modify the "At-Will" relationship which the **Employer** maintains with all **Employees**.
- (d) **Employee** may terminate employment by giving the **Employer** one-month's notice. If **Employee** resigns prior to the completion of this Agreement, he will be responsible for all return transportation expenses and fees to Point-of-Hire.
- (c) **Employer** may at **Employer's** sole discretion substitute one-month's pay in lieu of required notice.

XVII MEDICAL DISCHARGE

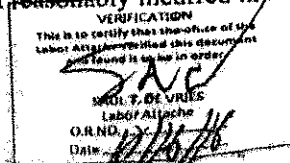
Should the health of **Employee** become so impaired during the period of service under this Agreement under circumstances other than those justifying the **Employer** to discharge **Employee** for cause pursuant to Section XIV, **Employer** may terminate this Contract based under such medical examination as **Employer** may demand under such circumstances. **Employee's** compensation shall cease as of the time it is determined to discharge the **Employee** for incapacitation rendering them unable to perform essential functions and duties of the position for which they were hired; the foregoing provisions shall not affect any rights which **Employee** may have to Worker's Compensation insurance benefits and repatriation.

XVIII SPECIAL OBLIGATION OF THE EMPLOYEE

- (a) **Employee** agrees to conduct himself in a manner that shall be above reproach and at all times a credit to himself, the **Employer** and his country.
- (b) **Employee** shall observe **Employer's** company rules and abide by the pertinent laws of the host country and respect its customs and traditions.
- (c) **Employee** agrees that he will refrain from any political activity while outside his country of origin and employed under this Agreement. **Employee** hereby releases **Employer** from any responsibility for his welfare other than that expressly stated herein, and agrees to hold **Employer** harmless from any claim or litigation arising out of **Employee's** negligence or misconduct.
- (d) **Employee** shall be responsible for and promptly pay all debts incurred by him while employed by **Employer**. **Employer** shall not be responsible for any debts contracted by **Employee**; however, should **Employer** be presented with unpaid bills of **Employee**; **Employer** may pay such debts from any amount due **Employee**.
- (e) **Employee** agrees to make no statements, public or otherwise, to anyone other than **Employer**, concerning politics, authorities, or activities of the area in which the work is being performed, the type of extent of work being done, the methods, materials or equipment used and personnel employed, or the operations of **Employer** or the US Navy or specified client.

XIX SETTLEMENT OF PERSONAL AFFAIRS

Should **Employee** become incapable of handling personal affairs at the job site, for whatever reason, **Employee** hereby authorizes **Employer** to settle such affairs as may be deemed necessary by **Employer** or appropriate under the circumstances, the expense of which shall be borne by **Employee**, and further authorizes **Employer** to deduct from any sums due any cost reasonably incurred in settling such affairs.



GTMO EMPLOYMENT CONTRACT

XX CONSENT TO SEARCH

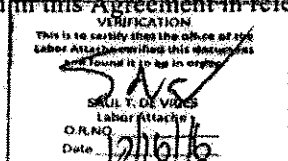
Employee recognizes and hereby agrees that Employer, or the US Navy shall have unlimited right to search the person, clothing, packages, locker, desk, office, or personal effects, or Employer provided accommodation of Employee at any time. Employee agrees that a refusal to submit to such searches shall, at the sole option of Employer, constitute grounds for discharge for cause under the terms of this Agreement.

XXI FINAL STATEMENT

On the termination of this Employment Agreement and payment to Employee of all amounts due hereunder, Employee shall execute and deliver to Employer, upon a form prepared by Employer a receipt for said sums and a release of all claims.

XXII ASSIGNMENT, RENEWAL/EXTENSION

- (a) Employer shall not assign all rights and obligations of Employer to any parent, subsidiary, affiliate, or joint ventures of Employer engaged in the same or similar work contemplated herein without prejudice to the rights and privileges of Employee under this Contract.
- (b) This Agreement may be renewed or extended upon the mutual consent of both parties. Any extension or renewal shall be executed in writing.
- (c) Wherever the term he or his is used in this Agreement in reference to Employee, it also means she or her if appropriate.



XXIII CERTIFICATION

Employee certifies that he has read or that a third party has read and fully explained to him this Employment Agreement and that he fully understands the entire Agreement. It is confirmed that no verbal promise or interpretation has been made other than those stated in the Agreement, the undersigned Employee has executed the Agreement under his own free will and not under duress and he has not paid any sums of money or other forms of consideration to any official, Employee, or legal representative of Employer or to any person for employment covered herein.

XXIV SETTLEMENT OF DISPUTES

All claims and complaints relative to the employment contract of the Employee shall be settled in accordance with the Company policies, rules and regulations. In case the Employee contests the decision of the Employer, the matter shall be settled amicably with the participation of the Labor Attache or any authorized representative of the Philippine / Consulate nearest the site of employment. In case the amicable settlement fails, the matter shall be submitted to the competent or appropriate government body in the host country or in the Philippines if permissible by host country laws at the option of the complaining party.

XXV APPLICABLE LAW

Terms and conditions not stated in this contract shall be governed by the laws of the host country or the Philippine Laws, whichever is most beneficial to the worker, as well as by all policies, guidelines and practices including but not limited to those contained in Employer policy & procedure manuals, handbooks, operating manuals and/or other policies in effect throughout the term of employment

Employee
this E
that
Ag
u

GTMO EMPLOYMENT CONTRACT

Employee certifies that he has read or that a third party has read and fully explained to him this Employment Agreement and that he fully understands the entire Agreement. It is confirmed that no verbal promise or interpretation has been made other than those stated in the Agreement, the undersigned **Employee** has executed the Agreement under his own free will and not under duress and he has not paid any sums of money or other form of consideration to any official, employee or legal representative of **Employer** or to any person for employment covered herein. It is specifically agreed that this Agreement shall be subject to modification only if a written instrument is signed by both Employer and Employee.

Executed at Makati City, Philippines this _____ day of _____, 20____

Employer

Employee Name

Licensed Recruitment Agency

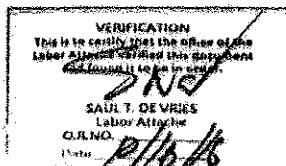
Joel S. Ferrer

President

PARMAN Incorporated

Signed in the Presence of

Madelene A. Regala
General Manager





OFFICE OF THE
LABOR
ATTACHÉ

1600 Massachusetts Avenue, N.W., Washington, D.C. 20036 Phone: (202) 467-9425/467-9426 Fax: (202) 887-5830

CONTRACT VERIFICATION AND AUTHENTICATION
COMPLIANCE LETTER/ADDENDUM TO CONTRACT

Name of Employer/s : Seaward Services, Inc.

Date : December 16, 2016

Please confirm compliance and or revision on the terms and conditions of the Master Employment Contract marked X below as a requirement of the POEA, for the processing of the Recruitment documents between Seaward Services Inc and PARMAN inc.

THIS ADDENDUM AMENDS THE MASTER EMPLOYMENT CONTRACT:

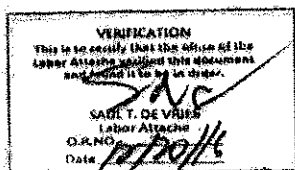
X 4. Just causes of termination of the contract:

- a. Termination by the employer: The employer may terminate this contract on the following just causes: serious misconduct, willful disobedience of employer's lawful orders, habitual neglect of duties, absenteeism, insubordination, revealing secrets of establishment, when employee violates customs, traditions and laws of host country and/or terms of this agreement. Employee shall pay the repatriation expenses.
- b. Termination by employee: The employee may terminate this contract without just cause by serving one (1) month in advance notice to the Employer. Without such notice, the Employee shall shoulder his/her return transportation.
- c. The employee may also terminate the contract without serving any notice to the Employer for any of the following just causes: when the Employee is maltreated by the Employer or any of his superiors, when the employer violates the terms and conditions of the contract, when the employer commits any of the following acts: deliberate nonpayment of salary, physical molestation and physical assault. Employer shall pay the repatriation expenses.
- d. Termination due to illness: Either party may terminate the contract on the grounds of illness, disease or injury by the Employee. The Employer shall

Signature of Employer

Division Human Resources Manager
12/19/16

EMAIL SIGNED COMPLIANCE LETTER TO: wdepolousa@gmail.com



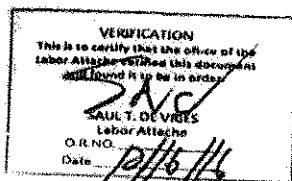
State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SEAWARD SERVICES, INC., a corporation organized under the laws of the State of Florida, filed on September 2, 1981, as shown by the records of this office.

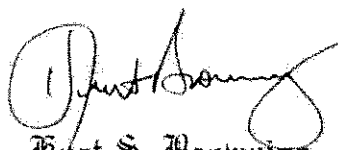
The document number of this corporation is F43452.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourth day of January, 2010



CR2EQ22 (01 07)


Kurt S. DeGruening
Secretary of State

ARTICLES OF INCORPORATION
OF
SEAWARD SERVICES, INC.

SEP 2 4 00 PM '61
RECEIVED
CLERK OF THE CIRCUIT COURT
IN AND FOR THE COUNTY OF DALLAS, TEXAS

ARTICLE I

NAME

The name of this Corporation is SEAWARD SERVICES, INC.

ARTICLE II

NATURE OF BUSINESS

This Corporation is being formed for the following purposes:

To conduct any and all business activities permitted by the laws of the State of Florida.

To generally have and exercise all powers, rights and privileges necessary and incident to carrying out properly the objects herein mentioned.

To carry on any other lawful business and to do any and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes or the attainment of any or all of the objects hereinbefore enumerated or incidental to the purposes and powers herein named or for the enhancement of the value of the property of the corporation or which at any time appear conducive thereto or expedient.



ARTICLE III

TERM OF EXISTENCE

This Corporation shall have perpetual existence unless sooner dissolved in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are executed, provided that these Articles are filed with the Secretary of State of the State of Florida within five (5) days from such date.

ARTICLES OF INCORPORATION
OF
SEAWARD SERVICES, INC.

SEP 2 4 00 PM '12

ARTICLE I

NAME

The name of this Corporation is SEAWARD SERVICES, INC.

ARTICLE II

NATURE OF BUSINESS

This Corporation is being formed for the following purposes:

To conduct any and all business activities permitted by the laws of the State of Florida.

To generally have and exercise all powers, rights and privileges necessary and incident to carrying out properly the objects herein mentioned.

To carry on any other lawful business and to do any and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes or the attainment of any or all of the objects hereinbefore enumerated or incidental to the purposes and powers herein named or for the enhancement of the value of the property of the corporation or which at any time appear conducive thereto or expedient.



ARTICLE III

TERM OF EXISTENCE

This Corporation shall have perpetual existence unless sooner dissolved in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are executed, provided that these Articles are filed with the Secretary of State of the State of Florida within five (5) days from such date.

State of Florida

Department of State

I certify from the records of this office that SEAWARD SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on September 2, 1981.

The document number of this corporation is F43452.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 15, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.



*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of November, 2016*



Ken Diefner
Secretary of State

Tracking Number: CU7875008188

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

St. 3rd Floor
any, IN 47150



Phone: (812) 207-2649
Fax: (812) 207-2648

Philippine Overseas Employment Administration
Blas F. Ople Building
EDSA corner Ortigas Avenue
Mandaluyong City

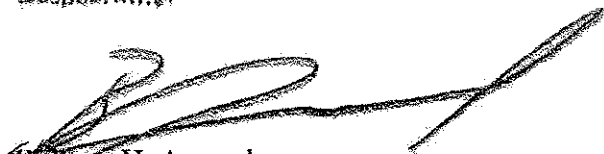
Attention: **Jocelyn P. Rey**
Director II, Landbase Center

Gentlemen:

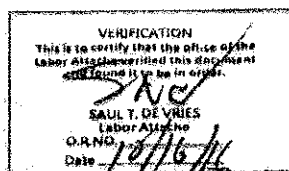
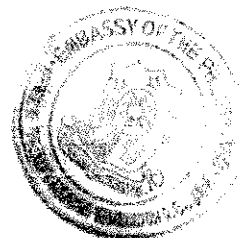
This is to certify that Seaward Services Inc. guarantees that the visa formalities of the Filipino workers for our project at the US Naval Base, Guantanamo Bay, Cuba will be handled by them upon arrival at the Guantanamo Bay – Leeward Point Field Airport:

Seaward Services Inc. assures full responsibility and will shoulder all cost of repatriation expenses in the event that the said contract workers will not be accepted by the Immigration authorities in Guantanamo Bay, Cuba.

Respectfully,



William H. Annand
President, COO
Seaward Services, Inc.





J--Port Operations Services at U.S. Naval Station Guantanamo Bay, Cuba.
The services include operation of multiple watercraft and boats, related maintenance services, port operations, and waterfront adm

Solicitation Number: N6883616R0003

Agency: Department of the Navy

Office: Naval Supply Systems Command

Location: NAVSUP Fleet Logistics Center Jacksonville

Notice Type:

Award

Original Posted Date:

October 27, 2015

Posted Date:

October 27, 2016

Response Date:

-

Original Response Date:

February 12, 2016

Archiving Policy:

Automatic, 15 days after award date

Original Archive Date:

April 30, 2016

Archive Date:

January 2, 2017

Original Set Aside:

N/A

Set Aside:

N/A

Classification Code:

J -- Maintenance, repair & rebuilding of equipment

NAICS Code:

488 -- Support Activities for Transportation/488310 -- Port and Harbor Operations

Contract Award Date:

October 27, 2016

Contract Award Number:

N68836-17-C-0001

Contract Award Dollar Amount:

\$3,539,748.00

Contract Line Item Number:

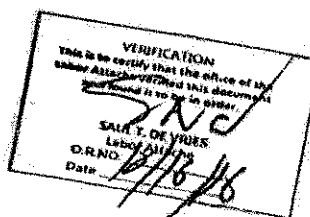
0001-0016

Contractor Awardee:

Seaward Services, Inc. (DUNS 063797724)

222 Pearl Street, Suite 300

New Albany, IN 47150



Synopsis:

Created: Oct 27, 2015 9:51 am Modified: Jun 08, 2016 10:12 am [Track Changes](#)

NOTICE TO ALL INTERESTED PARTIES

This is the Solicitation Notice for the Original Synopsis/Presolicitation Notice posted on October 27, 2015 and Amendment 1 posted on November 6, 2015 that were archived on 30 April 2016.

Naval Supply Systems Command, Fleet Logistics Center, Jacksonville has a requirement for Port Operations Services for U.S. Naval Base Guantanamo Bay, Cuba. The services include operation of multiple watercraft and boats, related maintenance services, port operations, and waterfront administration. The Contractor shall be responsible for the operation, preventive, predictive, and corrective maintenance of various watercrafts, boats and equipment, industrial marine repair services and shall provide port operations services.

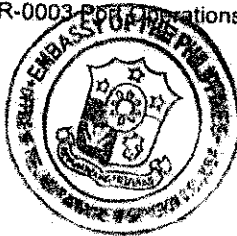
Services shall be provided on a "turn-key" basis with the Contractor providing all necessary management expertise, personnel, supplies, tools, equipment and vehicles unless otherwise specified. The period of performance will include a transition period from 1-30 September 2016, a base period from 1 October 2016 through 30 September 2017, three (3) one-year option periods, and one (1) eleven (11) month option period.

The requirement is solicited as Full and Open Competition. Award without discussions of a Firm-Fixed Price Contract is anticipated in accordance with FAR Part 12, Acquisition of Commercial Items and FAR Part 15, Contracting by Negotiation. The solicitation (SF 33) is formatted as a Request for Proposal (RFP) in accordance with FAR Part 15.

The solicitation and attachments will be available for download through the Government Point of Entry Federal Business Opportunities (FEDBIZOPPS) at <https://www.fbo.gov> and Navy Electronic Commerce Online (NECO) at www.neco.navy.mil. It is the responsibility of interested parties to download the solicitation, subsequent amendments and all attachments. Offerors are encouraged to review the referenced website frequently for updates. No paper copies of the RFP, attachments or amendments will be provided. No solicitation mailing list will be issued. Proposals are due on 8 July 2016, 2:00 PM EST.

Questions regarding the solicitation must be submitted by email no later than 15 June 2016 at 12:00 PM (NOON) EST to Elaine Florence at elaine.florence@navy.mil.

Offerors shall reference Solicitation Number N68836-16-R-0003 Port Operations Support Services Guantanamo Bay, Cuba on all requests for clarification.



ONLY email requests for clarification to the Contract Specialist are acceptable. No phone call communications or personal office visits with FLCJAX or its internal or external customers regarding issues or questions pertaining to this procurement will be accepted for the duration of the solicitation, evaluation and award process.

Added: Oct 27, 2015 9:51 am Modified: Oct 27, 2016 5:53 pm [Track Changes](#)

The award amount is \$3,539,748.00 for a 10 month base period and \$20,475,969.00 with four (4) one-year options, if exercised.

A total of five (5) proposals were received in response to the RFP.

Amendment 1

Type: Mod/Amendment

Posted Date: November 6, 2015

https://www.neco.navy.mil/biz_ops/840-v5soln.aspx?soln=N6883616R0003

Description: See Solicitation

Attachment

Type: Other (Draft RFPs/RFIs, Responses to Questions, etc..)

Posted Date: June 8, 2016

https://www.neco.navy.mil/synopsis_file/N6883616R0003_Solicitation_N68836-16-R-0003.pdf

Description: N6883616R0003_Solicitation_N68836-16-R-0003.pdf

https://www.neco.navy.mil/synopsis_file/N6883616R0003_TE_1_CRAFT_AND_BOATS_FY14_Pictures.pdf

Description: N6883616R0003_TE_1_CRAFT_AND_BOATS_FY14_Pictures.pdf

https://www.neco.navy.mil/synopsis_file/N6883616R0003_TE_2_Aerial_View_of_Port_Ops_Bldgs.pptx

Description: N6883616R0003_TE_2_Aerial_View_of_Port_Ops_Bldgs.pptx

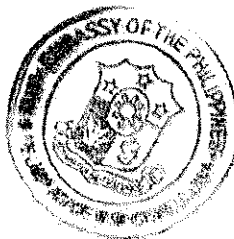
Amendment 2

Type: Mod/Amendment

Posted Date: June 8, 2016

[TE_2A List and Maps Gvt Provided Facilities.doc \(243.50 Kb\)](#)

Description: List and Maps Gvt Provided Facilities



<u>TE 3 GFE Listing.xlsx</u> (38.64 Kb) Description: GFE Listing
<u>TE 4 Consumables Listing.xls</u> (38.00 Kb) Description: Consumables Listing
<u>TE 5 GTMO Material Inventory 2015.xlsx</u> (296.47 Kb) Description: GTMO Material Inventory 2015
<u>TE 6 NAVSTAGTMOINST 4400 2D - CHRIMP INSTRUCTION.pdf</u> (1,534.92 Kb) Description: NAVSTAGTMOINST
<u>TE 7 Ferry Schedule.docx</u> (66.96 Kb) Description: Ferry Schedule
<u>TE 8 Destructive Weather Plan.docx</u> (876.15 Kb) Description: Destructive Weather Plan
<u>TE 9 Special Conditions for GTMO Projects.docx</u> (38.17 Kb) Description: Special Conditions for GTMO Projects
<u>TE 10 Hsg Base Support Services Transportation.doc</u> (91.00 Kb) Description: HSG Base Support Services Transportation
<u>TE 11 Staffing Plan with Key Personnel.docx</u> (15.20 Kb) Description: Staffing Plan with key Personnel
<u>Technical Exhibit 12 YTB-824 Docking Regular Overhaul Work Package FY 18.xls</u> (147.00 Kb) Description: Tech Exhibit 12 YTB-824 Docking Regular Overhaul Work Package FY18
<u>Technical Exhibit 13 YC-1639 Docking Regular Overhaul Work Package FY 18.xls</u> (60.50 Kb) Description: Technical Exhibit 13 YC-1639 Docking Regular Overhaul Work Package FY18
<u>Technical Exhibit 14 YTB-831 Docking Regular Overhaul Work Package FY 19.xls</u> (147.00 Kb) Description: Technical Exhibit 14 YTB-831 Docking Regular Overhaul Work Package FY19
<u>Technical Exhibit 15 YFB-93 Docking Regular Overhaul Work Package FY 20.xls</u> (133.00 Kb) Description: Technical Exhibit 15 YFB-93 Docking Regular Overhaul Work Package FY20
<u>Technical Exhibit 16 YFB-92 Docking Regular Overhaul Work Package FY 21 (2).xls</u> (133.00 Kb) Description: Technical Exhibit 16 YFB-92 Docking Regular Overhaul Work Package FY21

Attachment

Type: Other (Draft RFPs/RFIs, Responses to Questions, etc..)

Posted Date: June 21, 2016



https://www.neco.navy.mil/synopsis_file/N6883616R0003_Amendment_0001_Solicitation_N68836-16-R-0003.pdf

Description: N6883616R0003_Amendment_0001_Solicitation_N68836-16-R-0003.pdf

https://www.neco.navy.mil/synopsis_file/N6883616R0003_TE17_Government_Furnished_Property.pdf

Description: N6883616R0003_TE17_Government_Furnished_Property.pdf

Attachment

Type: Other (Draft RFPs/RFIs, Responses to Questions, etc..)

Posted Date: June 28, 2016

https://www.neco.navy.mil/synopsis_file/N6883616R0003_Amendment_0002_Solicitation_N68836-16-R-0003.pdf

Description: N6883616R0003_Amendment_0002_Solicitation_N68836-16-R-0003.pdf

https://www.neco.navy.mil/synopsis_file/N6883616R0003_Attachment_1_009-32_FY17-CH1.pdf

Description: N6883616R0003_Attachment_1_009-32_FY17-CH1.pdf

[https://www.neco.navy.mil/synopsis_file/N6883616R0003_Attachment_2_100-4442362_SHELL_EXPANSION_\(HULL_THICKNESS\).pdf](https://www.neco.navy.mil/synopsis_file/N6883616R0003_Attachment_2_100-4442362_SHELL_EXPANSION_(HULL_THICKNESS).pdf)

Description: N6883616R0003_Attachment_2_100-4442362_SHELL_EXPANSION_(HULL_THICKNESS).pdf

Attachment

Type: Other (Draft RFPs/RFIs, Responses to Questions, etc..)

Posted Date: July 12, 2016

https://www.neco.navy.mil/synopsis_file/N6883616R0003_Amendment_0003_Solicitation_N68836-16-R-0003.pdf

Description: N6883616R0003_Amendment_0003_Solicitation_N68836-16-R-0003.pdf

https://www.neco.navy.mil/synopsis_file/N6883616R0003_Telephone_Service_Contract_SCSI_Ending.pdf

Description: N6883616R0003_Telephone_Service_Contract_SCSI_Ending.pdf

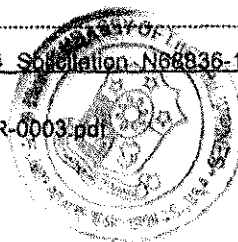
Attachment

Type: Other (Draft RFPs/RFIs, Responses to Questions, etc..)

Posted Date: July 21, 2016

https://www.neco.navy.mil/synopsis_file/N6883616R0003_Amendment_0004_Solicitation_N68836-16-R-0003.pdf

Description: N6883616R0003_Amendment_0004_Solicitation_N68836-16-R-0003.pdf



Attachment

Type: Other (Draft RFPs/RFIs, Responses to Questions, etc..)

Posted Date: August 4, 2016

https://www.neco.navy.mil/synopsis_file/N6883616R0003_Amendment_0005_Solicitation_N68836-16-R-0003.pdf

Description: N6883616R0003_Amendment_0005_Solicitation_N68836-16-R-0003.pdf

https://www.neco.navy.mil/synopsis_file/N6883616R0003_Diagram_6174737b.pdf

Description: N6883616R0003_Diagram_6174737b.pdf

https://www.neco.navy.mil/synopsis_file/N6883616R0003_Diagram_8565671-.pdf

Description: N6883616R0003_Diagram_8565671-.pdf

Attachment

Type: Other (Draft RFPs/RFIs, Responses to Questions, etc..)

Posted Date: August 24, 2016

https://www.neco.navy.mil/synopsis_file/N6883616R0003_Amendment_0006_Solicitation_N68836-16-R-0003.pdf

Description: N6883616R0003_Amendment_0006_Solicitation_N68836-16-R-0003.pdf

Attachment

Type: Other (Draft RFPs/RFIs, Responses to Questions, etc..)

Posted Date: September 6, 2016

https://www.neco.navy.mil/synopsis_file/N6883616R0003_Amendment_0007_Solicitation_N68836-16-R-0003.pdf

Description: N6883616R0003_Amendment_0007_Solicitation_N68836-16-R-0003.pdf

Contracting Office Address:

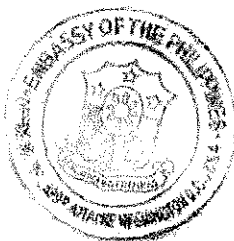
N68836 NAVSUP Fleet Logistics Center Jacksonville Naval Air Station Building 110, 3rd Floor 110 Yorktown Rd
Jacksonville, FL

Point of Contact(s):

Elaine Florence/Contract Specialist

904-542-1657

elaine.florence@navy.mil



ARTICLE IV

CAPITAL STOCK

This Corporation is authorized to issue 10,000 shares of \$1.00 par value common stock, which shall be designated "Common Shares."

ARTICLE V

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation is 5900 Southwest 27 Street, Miami, Florida 33155, and the name of the initial registered agent of this Corporation at that address is GERALD CARIOTA.

ARTICLE VI

INITIAL BOARD OF DIRECTORS

This Corporation shall have two (2) Directors initially. The number of directors may be either increased or diminished from time to time by the By-Laws, but shall never be less than one (1). The names and addresses of the initial Directors of this Corporation are:

GERALD CARIOTA
5900 S.W. 27 Street
Miami, Florida 33155

SAMUEL CLOGGER
1080 N.E. 84 Street
Miami, Florida 33150

ARTICLE VII

CLASSES OF DIRECTORS

The By-Laws of this Corporation may provide that the Directors be divided into two or more classes whose terms of office shall respectively expire at different times, provided that no such term shall continue longer than three (3) years and provided further that at least one-fourth (1/4) in number of the Directors shall be elected annually.



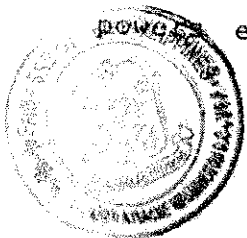
ARTICLE VIII
AMENDMENTS TO
ARTICLES OF INCORPORATION
AND BY-LAWS

This Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation or any amendments hereto and any right conferred upon the shareholders is subject to this reservation. Further, the power to adopt, alter, amend or repeal By-Laws shall be vested in the Board of Directors and the shareholders of this Corporation.

ARTICLE IX

POWERS

This Corporation shall have all of the corporate enumerated in the Florida General Corporation Act.



ARTICLE X

DIVIDENDS

Dividends payable in shares of any class may be paid to the holders of shares of any other class.

ARTICLE XI

INDEMNIFICATION

This Corporation shall indemnify any and all of its Directors, officers, employees or agents or former Directors, officers, employees or agents or any person or persons who may have served at its request as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise in which it owns shares of capital stock or of which it is a creditor, to the full extent permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a

director, officer, employee or agent as herein provided. The foregoing right of indemnification shall not be exclusive of any other rights to which any Directors, officer, employee or agent may be entitled as a matter of law or which he may be lawfully granted.

ARTICLE XII

INCORPORATOR

The name and address of the person signing these Articles are:

GERALD CARIOTA
5900 S.W. 27 Street
Miami, Florida 33155

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation.

Dated: August 27, 1981


GERALD CARIOTA

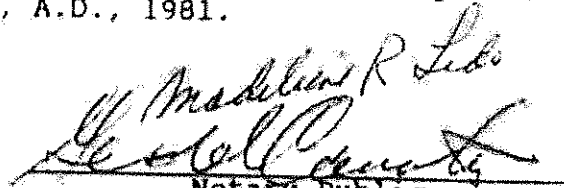
ACKNOWLEDGMENT

STATE OF FLORIDA)
 SS:
COUNTY OF DADE)

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared GERALD CARIOTA, known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this 27 day of August, A.D., 1981.

My commission expires:


Notary Public
State of Florida at Large



CERTIFICATE DESIGNATING REGISTERED AGENT

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That SEAWARD SERVICES, INC., desiring to organize under the laws of the State of Florida with its initial registered office, as indicated in the Certificate of Incorporation, at the City of Miami, County of Dade, State of Florida, has named GERALD CARIOTA, located at 5900 S.W. 27 Street, City of Miami, County of Dade, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated Corporation at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.



Gerald Cariota
REGISTERED AGENT

WCO19M

**STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH
FOR CORPORATIONS**

Pursuant to the provisions of sections 607.0502, 617.0502, 607.1508, or 617.1508, Florida Statutes, this statement of change is submitted for a corporation organized under the laws of the State of Florida in order to change its registered office or registered agent, or both, in the State of Florida.

1. The name of the corporation: Seaward Services, Inc.
2. The principal office address: 255 East Dania Beach Blvd., Suite 200
Dania Beach, FL 33004
3. The mailing address (if different): (same)

4. Date of incorporation/qualification: 09/02/1981 Document number: F43452

5. The name and street address of the current registered agent and registered office on file with the Florida Department of State: (If resigned, enter resigned)

Glenn R. Germaine (resigned 12/18/2009)
910 Nature's Cove Road
Dania Beach, FL 33004

6. The name and street address of the new registered agent (if changed) and /or registered office (if changed):

John M. Keever
255 East Dania Beach Blvd., Suite 200
P.O. Box NOT acceptable
Dania Beach, FL 33004

The street address of its registered office and the street address of the business office of its registered agent, as changed will be identical.

Such change was authorized by resolution duly adopted by its board of directors or by an officer so authorized by the board, or the corporation has been notified in writing of the change.

Signature of an officer or director

John W. Waggoner, Treasurer
Printed or typed name and title

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent. Or, if this document is being filed merely to reflect a change in the registered office address, I hereby confirm that the corporation has been notified in writing of this change.

John M. Keever
Signature of Registered Agent

12/21/2009
Date

If signing on behalf of an entity:

John M. Keever
Typed or Printed Name

*** FILING FEE: \$35.00 ***

MAKE CHECKS PAYABLE TO FLORIDA DEPARTMENT OF STATE
MAIL TO: DIVISION OF CORPORATIONS, P.O. Box 6327, TALLAHASSEE, FL 32314

CR2E045 (3/05)



10 JAN -5 AM 11:55

2013 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F43452

Entity Name: SEAWARD SERVICES, INC.

Current Principal Place of Business:

222 PEARL STREET
NEW ALBANY, IN 47150

Current Mailing Address:

222 PEARL STREET
NEW ALBANY, IN 47150 US

FEI Number: 59-2116483

Name and Address of Current Registered Agent:

FERNANDEZ, MARK
4610 OCEAN STREET
ATLANTIC BEACH, FL 32233 US

Certificate of Status Desired: Yes

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MARK FERNANDEZ

Electronic Signature of Registered Agent

02/06/2013

Date

Officer/Director Detail :

Title VP, SECRETARY, DIRECTOR
Name KEEVER, JOHN M
Address 184 NANTUCKET LANE
City-State-Zip: VALLEJO CA 94590

Title TREASURER, DIRECTOR
Name WAGGONER, JOHN W
Address 115 E. MARKET STREET
City-State-Zip: NEW ALBANY IN 47150

Title PRESIDENT, DIRECTOR
Name ANNAND, WILLIAM H
Address 222 PEARL STREET
City-State-Zip: NEW ALBANY IN 47150



I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN W. WAGGONER

DIRECTOR

02/06/2013

Electronic Signature of Signing Officer/Director Detail

Date

Serial No. 06224



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF LABOR AND EMPLOYMENT
PHILIPPINE OVERSEAS EMPLOYMENT ADMINISTRATION
MANDALUYONG CITY

CERTIFICATE OF RENEWAL

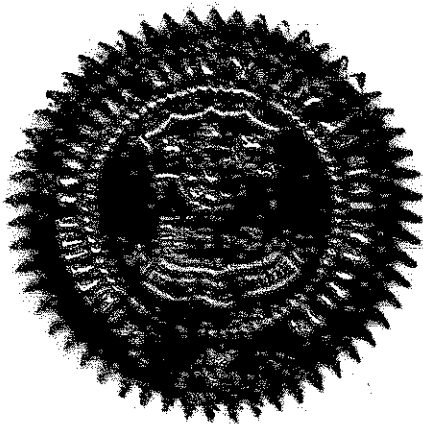
POEA-109-LB-082814-R

*The license to recruit, process and deploy
landbased workers issued to*

PARMAN, INC.
7th Floor, MGF Champaca Building
Amorsolo Street, Legaspi Village, Makati City

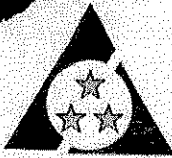
*is hereby renewed pursuant to the Labor Code and Rules and
Regulations Governing Overseas Employment.*

*This license shall be valid for the period
August 28, 2014 to August 27, 2018 unless sooner
revoked, cancelled or suspended for violation of the Labor Code
and related issuances. It is non-transferable and shall not be
used in any place other than the one stated above.*



BY AUTHORITY OF THE SECRETARY:

HANS LEO J. CACDAC
for Administrator



Official Receipt
of the Republic of the Philippines
DEPARTMENT OF LABOR AND EMPLOYMENT
No. 2055611

POST: *Polo MDE*

Received from:
M *Seamark Service Inc*

IN PAYMENT OF THE FOLLOWING SERVICES AND/OR ACCOUNTS	AMOUNT		
	ACTUAL LEGAL TENDER RECEIVED		
	LOCAL CURRENCY ()	U.S. CURRENCY (Dollars)	EQUIVALENT PHILIPPINE CURRENCY ()
(1)	(2)	(3)	(4)
<input checked="" type="checkbox"/> Verification Fees		<i>\$125-</i>	
<input type="checkbox"/> Others (Specify)		<i>5</i>	
		<i>\$125</i>	
TOTAL			
Conversion Rate			
Service No. <i>10125611</i>		DATE: <i>10/20/16</i>	

I CERTIFY that the above service fees and/or accounts are correct and the total amount received is (currency in words) *One hundred twenty five pesos*
(in figures) _____

Note:

- Always write in words and figures, the currency actually received.

CSM, ML, ID
+ 25 Paul Subhon

SAUL T. DE VRIES
Signature of Collecting Officer



Recruitment Services Agreement

2 messages

Bill Annand <BAnnand@hms-seaward.com>

Sat, Mar 4, 2017 at 5:45 AM

To: Madeliene Aledia-Regala <mregala@parmaninc.com>

Cc: Jerome Best <JBest@hms-seaward.com>, Angelique Bagshaw <ABagshaw@hms-seaward.com>

Madeleine:

As you are aware, Seaward Services, Inc. ("Seaward") and Parman Incorporated ("Parman") entered into a certain Recruitment Services Agreement ("Agreement") dated January 25, 2017. Paragraph 15. of the Agreement provides in relevant part, "This [Agreement]...shall remain in effect until such time as either party terminates this Agreement by giving thirty (30) days prior written notice to the other party." In accordance with Paragraph 15., Seaward hereby tenders thirty days' notice of termination of the Agreement. The termination date shall be April 2, 2017 (the "Termination Date") at which time all rights, obligations, and authorities of the Parties shall cease. From the date of this notice until the Termination Date, Seaward demands that Parman take no further action pursuant to the Agreement."

Regards,

William H. Annand
President/COO
Seaward Services Inc.
222 Pearl Street, 3rd Floor
New Albany, IN 47150
A HMS Global Maritime Company
Office: (812) 207-2649
Fax: (812) 207-2648
Direct: (812) 207-2619
Mobile: (302) 399-8766
bannand@hms-seaward.com<mailto:bannand@seawardservices.com>
www.hmsgm.com<http://www.hmsgm.com/>
www.seawardservices.com<http://www.seawardservices.com/>

winmail.dat
9K

Madeliene Aledia-Regala <mregala@parmaninc.com>

Sat, Mar 4, 2017 at 4:15 PM

To: Bill Annand <BAnnand@hms-seaward.com>

Cc: Jerome Best <JBest@hms-seaward.com>, Angelique Bagshaw <ABagshaw@hms-seaward.com>

Dear Bill,

In response to your email regarding the Termination of our Agreement, I would like to inform you that the same has been accepted.

It is unfortunate that the Agreement had to be terminated at such an early stage, but as I have said I understand your apprehensions due to MCM being our client, though I had hoped that your company would have placed your trust in ours.

I would like to thank you for giving us the opportunity to introduce our company to yours.

Regards,
Madeliene

[Quoted text hidden]

--

Madeliene Aledia- Regala
General Manager
PARMAN INCORPORATED
T: (632) 8185971
F: (632) 8181382
M: +639178922216
Email: mregala@parmaninc.com

ANNEX "D"

Subject re: job offer
From Theda Colantes <thecalerey@yahoo.com.ph>
To: hampasulupa@yahoo.com <hampasulupa@yahoo.com>
Cc: Theda Colantes <matheda1102@yahoo.com>
Date Wed, Mar 8, 2017 at 2:56 AM

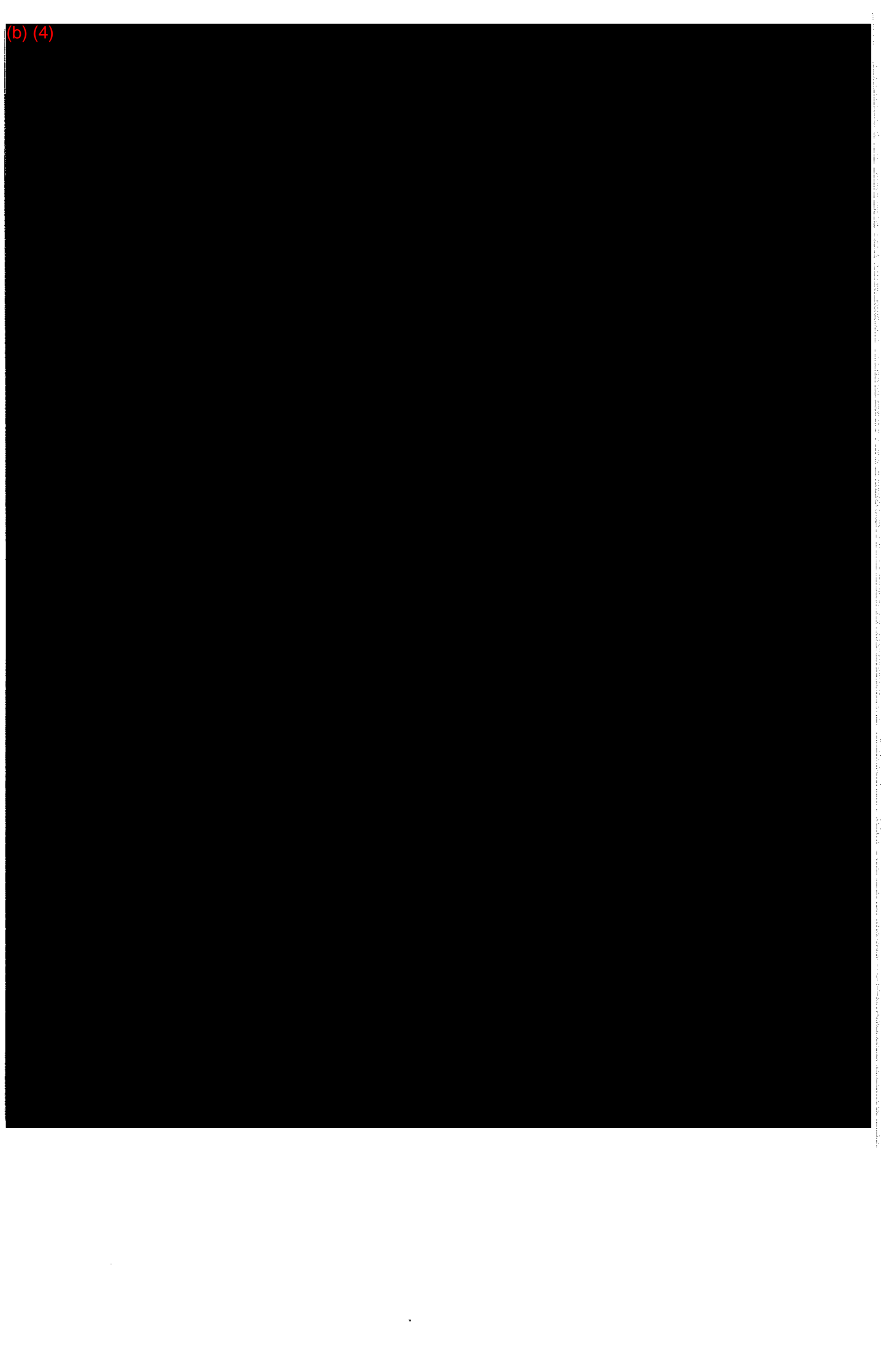
Dear relinda

This is Theda from The Calerey. I am getting in touch with in behalf of Seaward to offer a job to work at Port Ops as Engineer Chief. Let me know if you are interested so I can tell you what you need to do. And if you have any question, please feel free to respond to this email and I will get back to you as soon as possible. You may also get in touch with me by text and call at 0917-8147058

Looking forward to hearing from you,

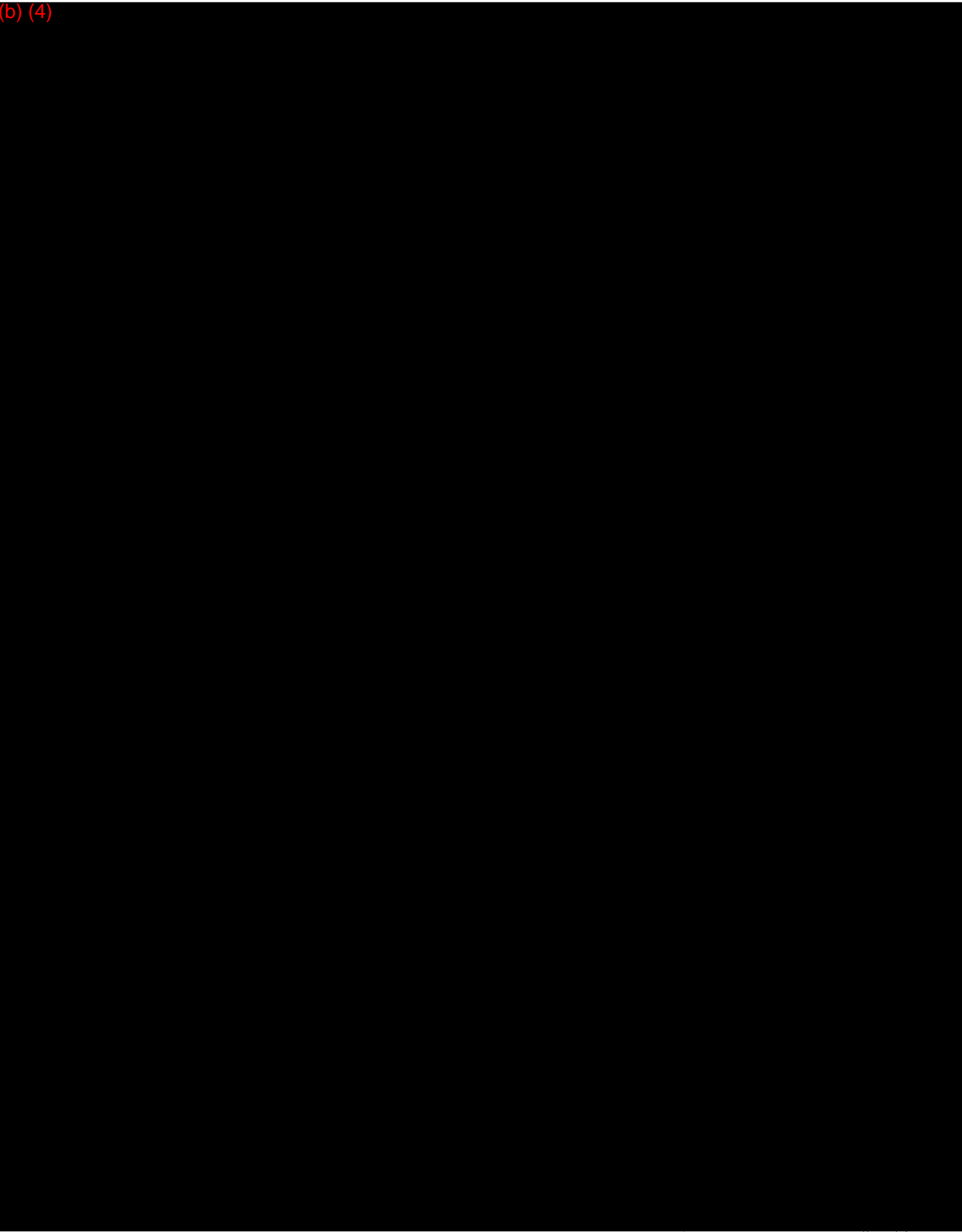
Best regards,

Theda/The Calerey

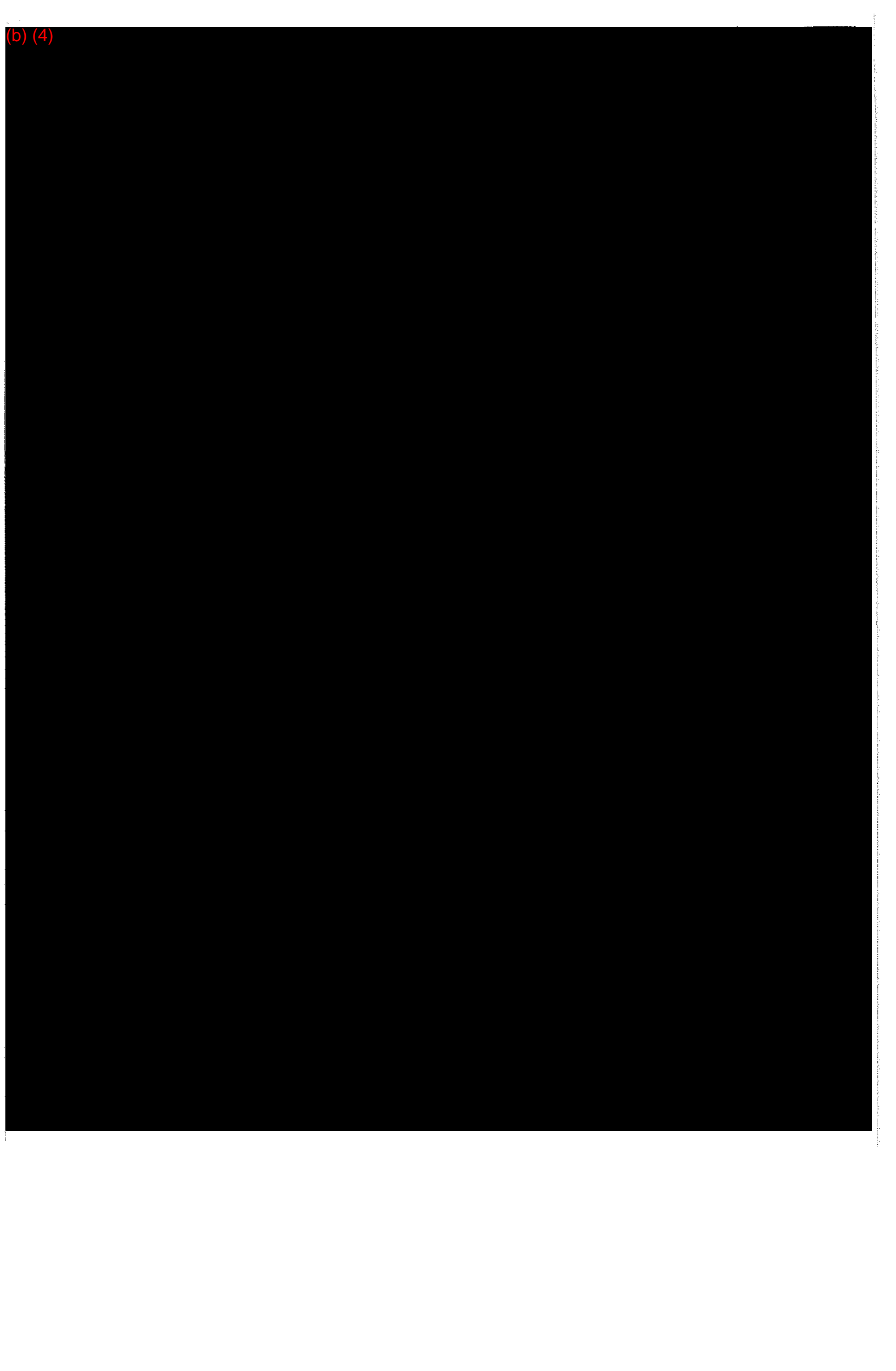


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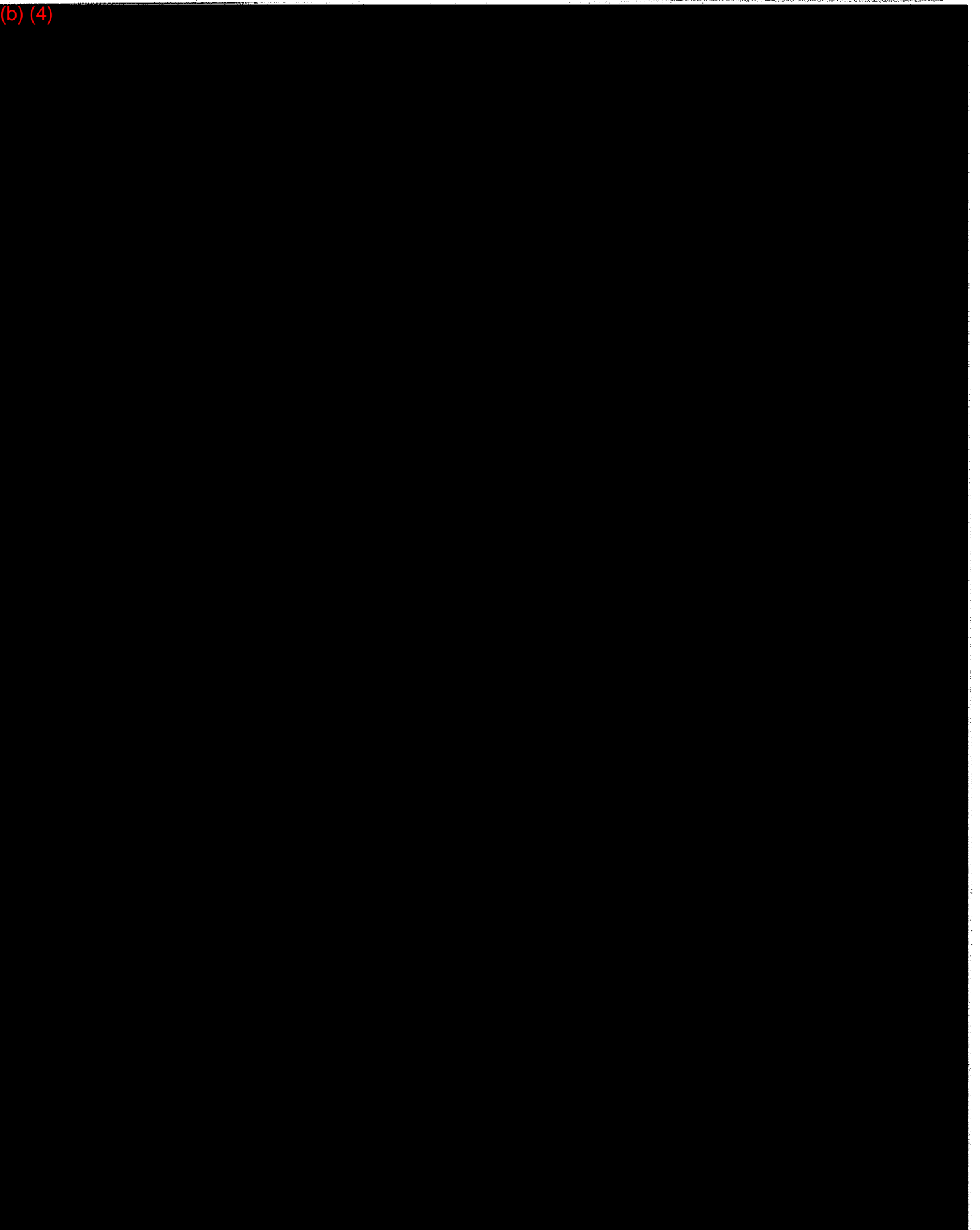
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2025 RELEASE UNDER E.O. 14176



(b) (4)



[REDACTED]



(b) (4)

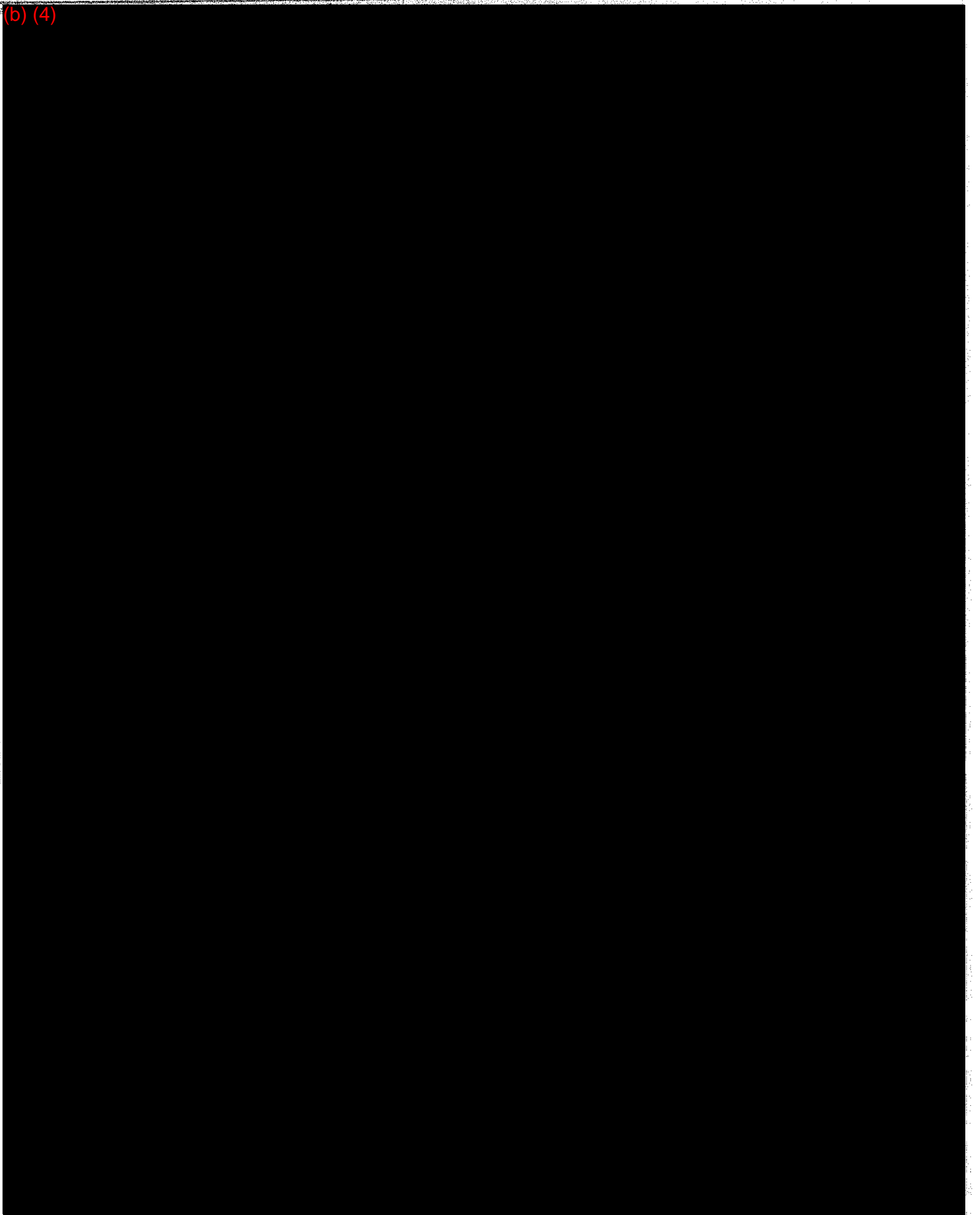


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(b) (4)





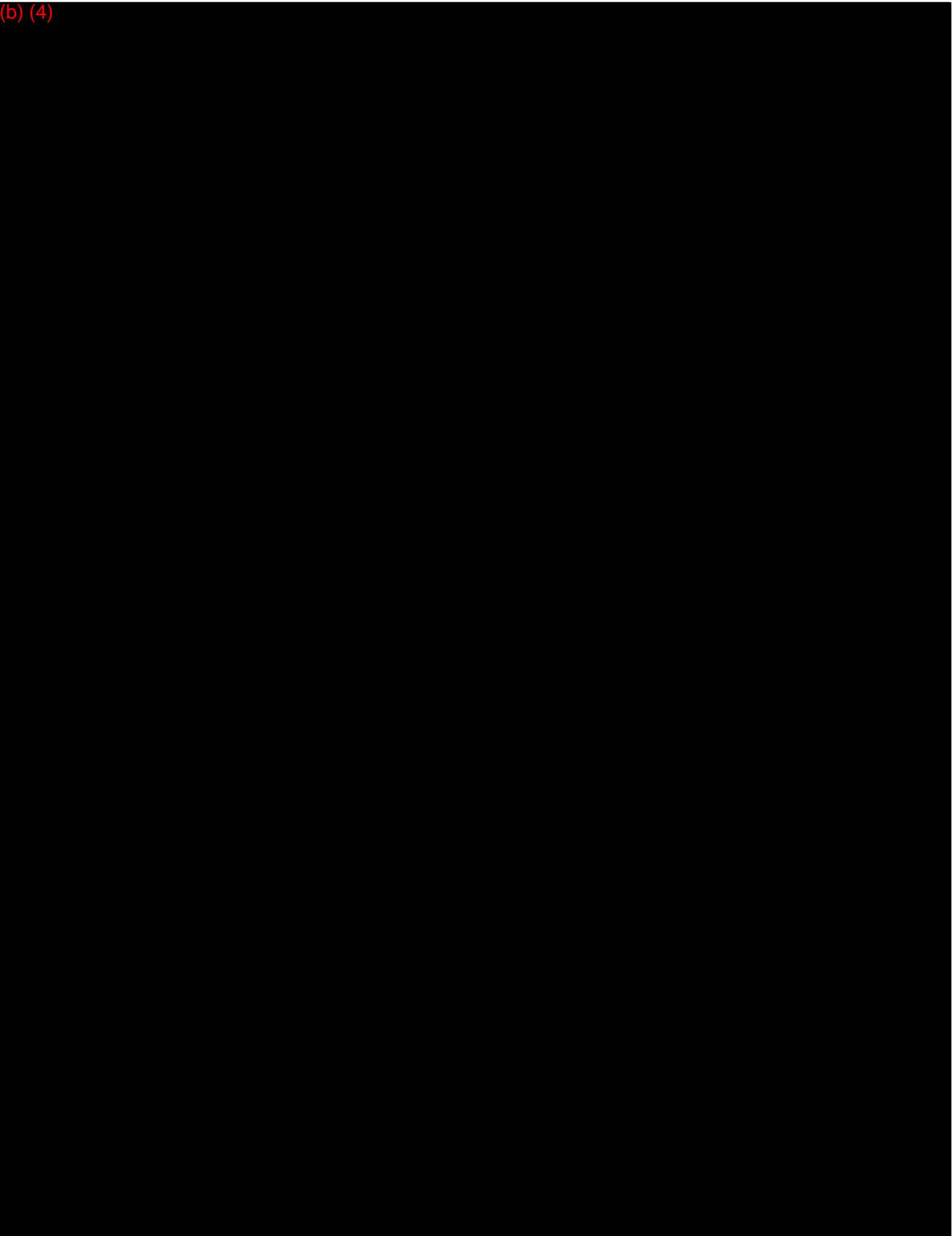
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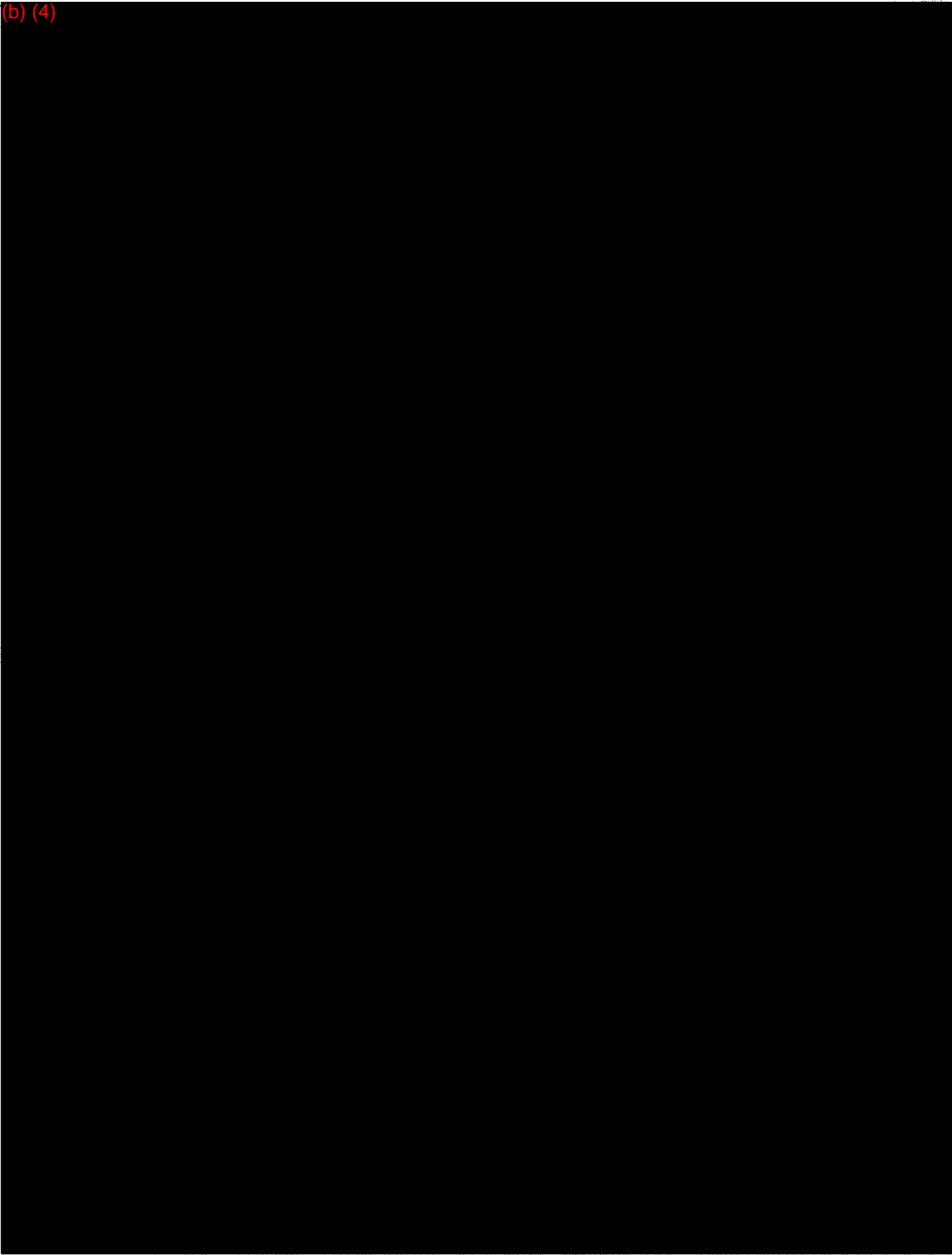
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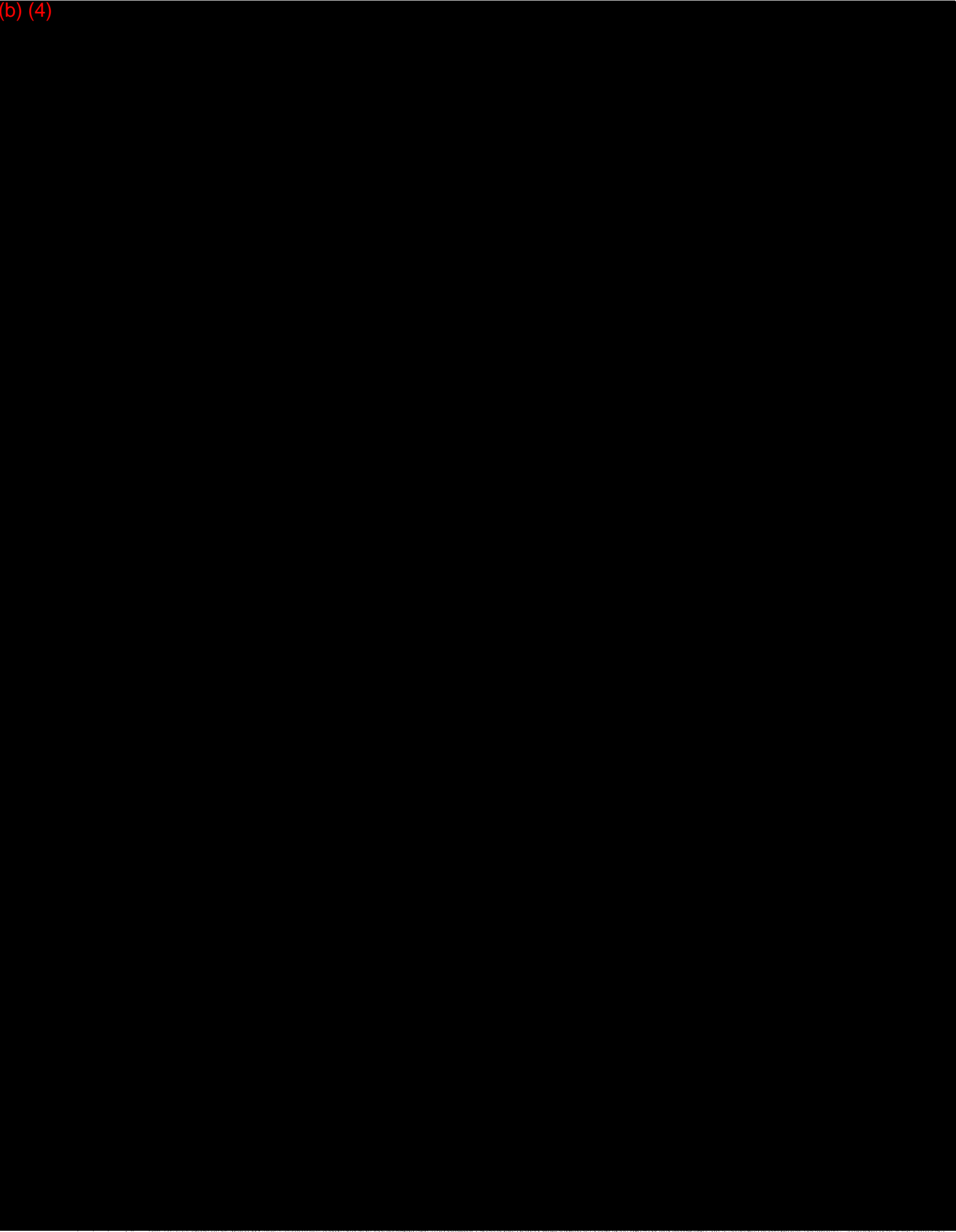


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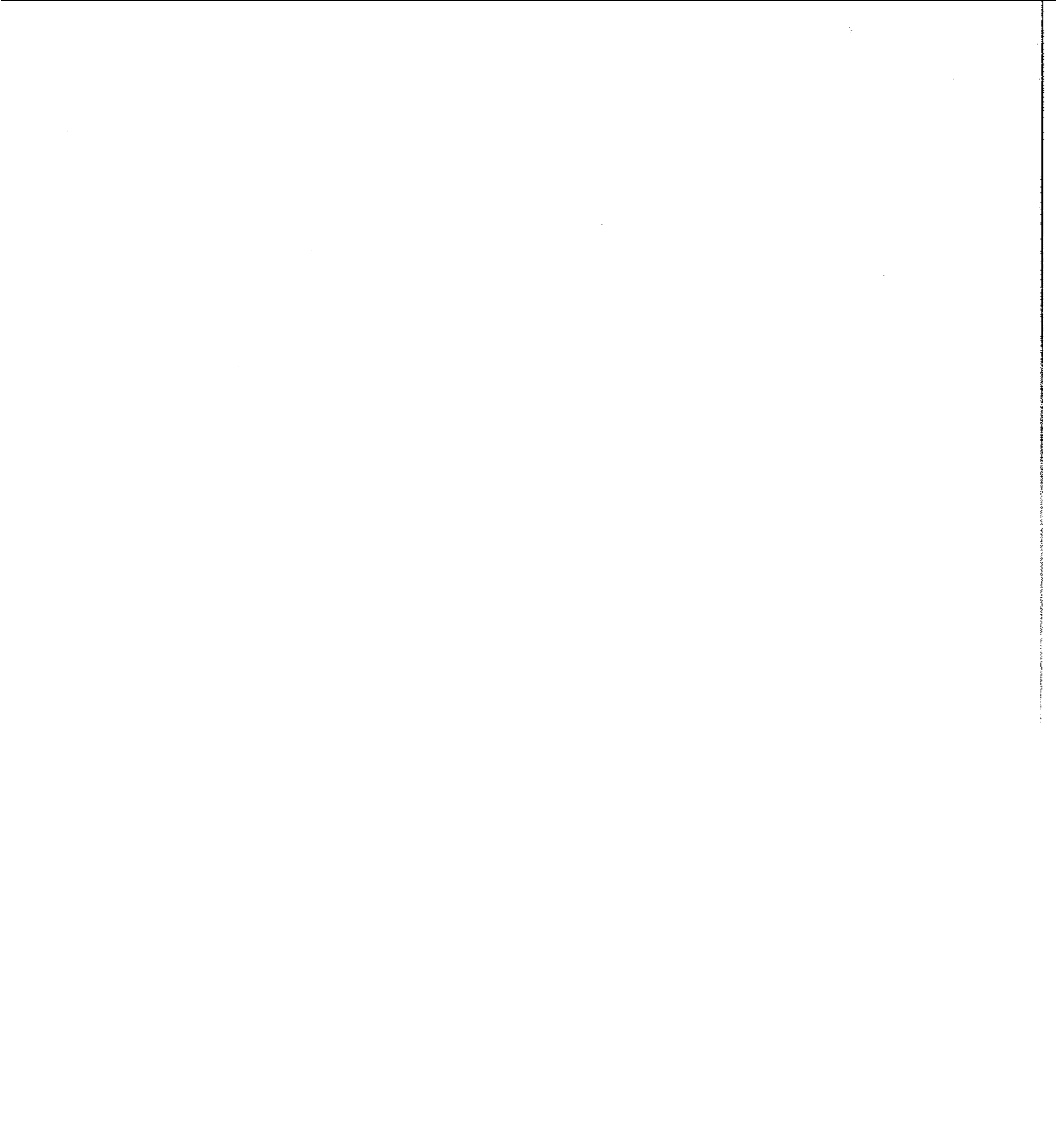
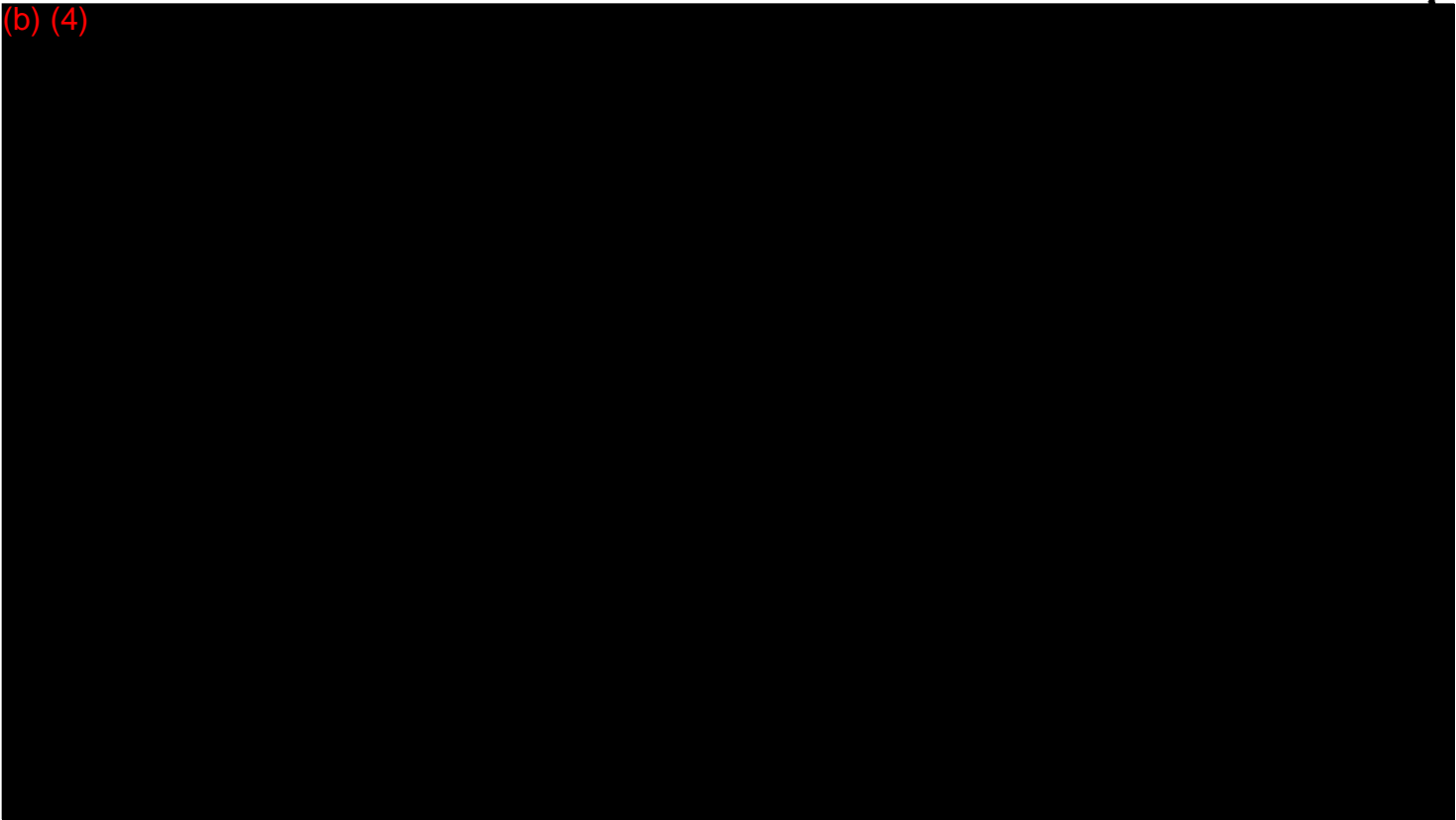


[REDACTED]

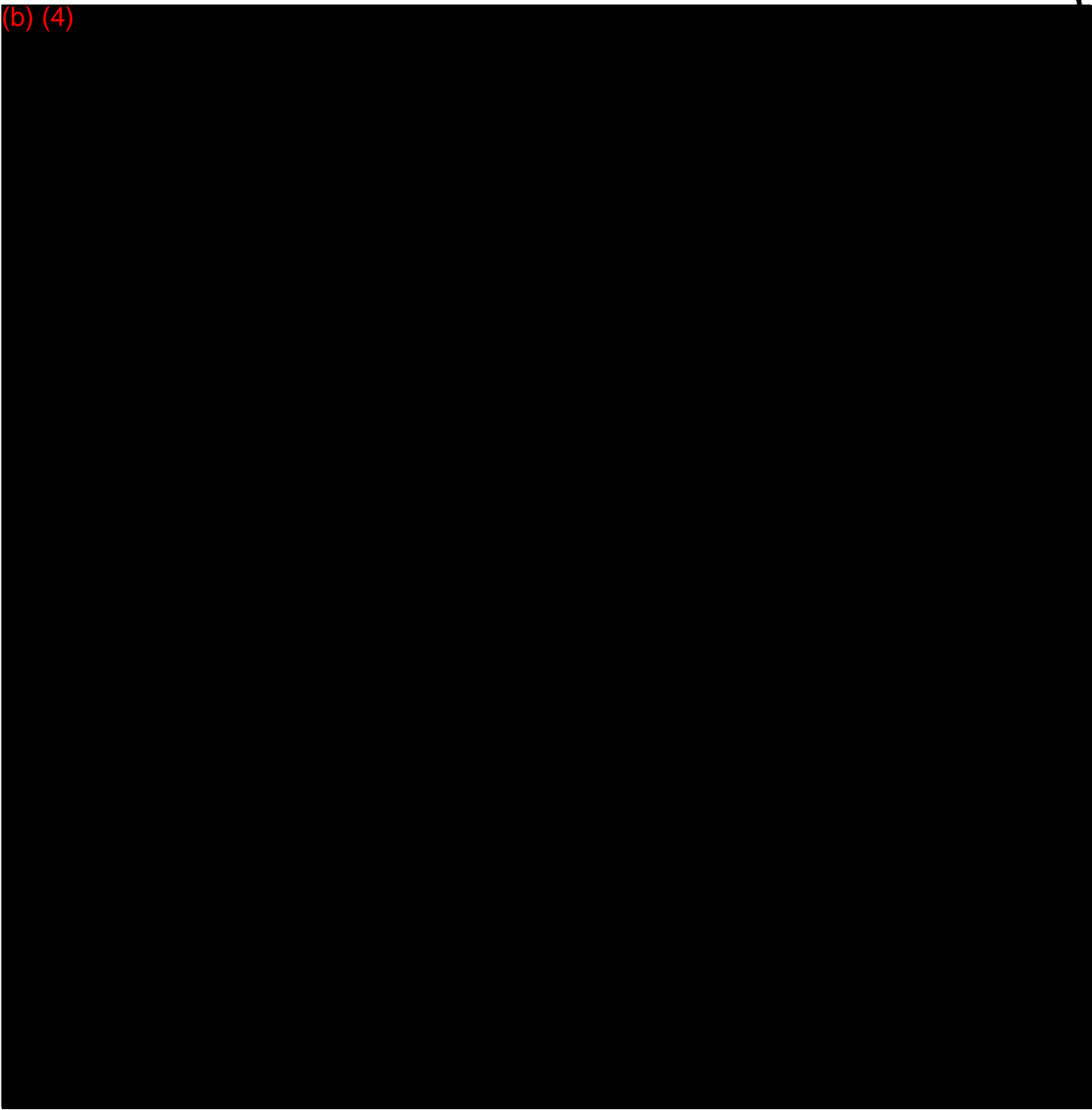




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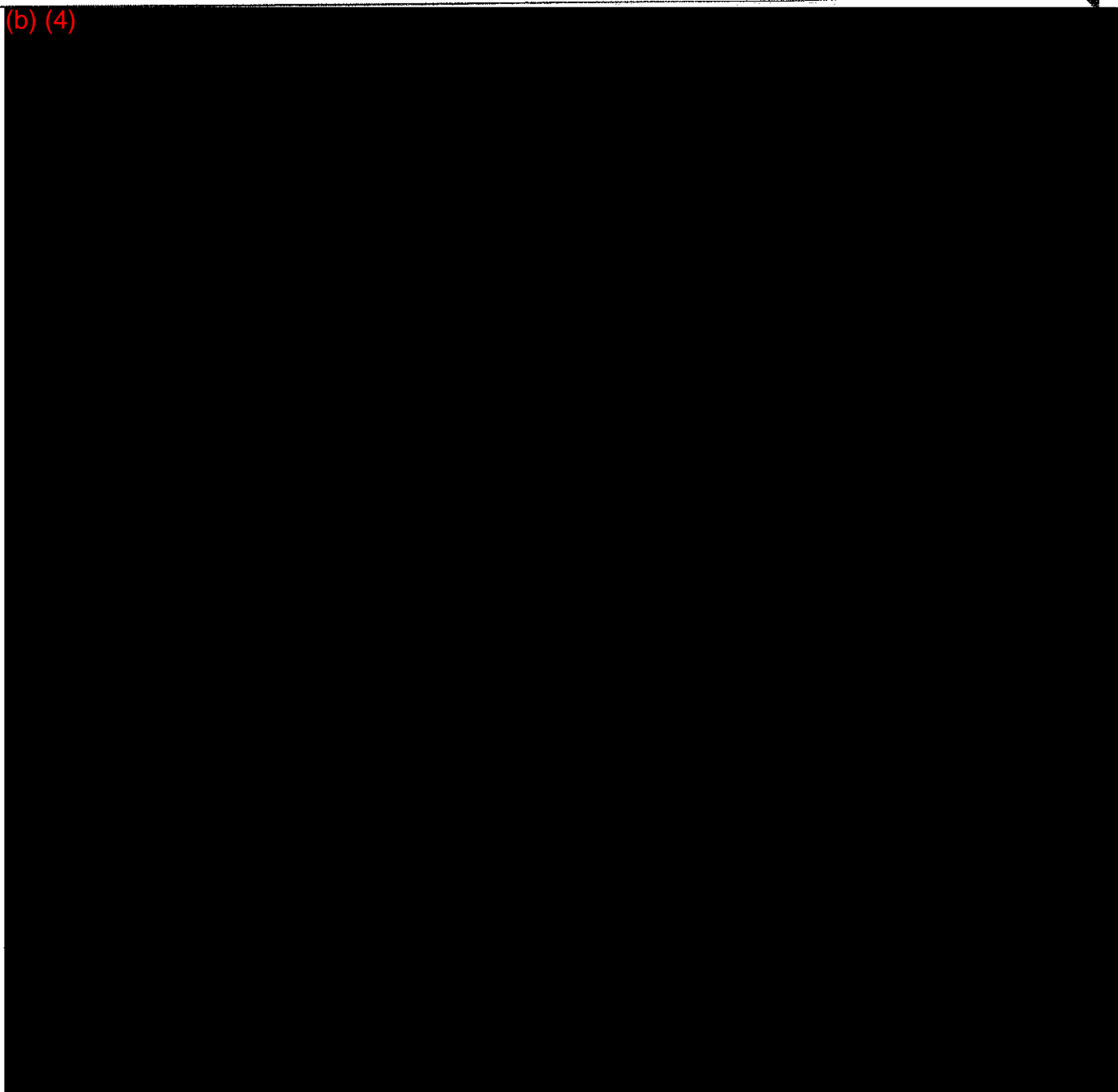
(b) (4)



(b) (4)



(b) (4)



(b) (4)



(b) (4)

